



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

May 3, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

[Electricity Aggregation Plan Open for Public Comment and Review](#)

1. SCHEDULE

- a) [Transfer of Liquor License – Simone Linsin d/b/a Pecorino to Pecorino Inc.](#)
- b) [Application for Class II License – Kamel -Kamel d/b/a K Motors at 21 Shrewsbury Street](#)
- c) [Vote to approve Kearsarge Energy Solar Agreements.](#)
- d) [7:30 PM Joint Meeting with Moderator and Fin Com- Town Meeting Logistics/Motion Assignments](#)
- e) [Maintenance of Public Lawns](#)

2. APPOINTMENTS

- a) Town Administrator-none
- b) Board of Selectmen-none

3. RESIGNATIONS

- a) [Kerry MacDougall Lewis, Part Time, Activities Coordinator -Council on Aging](#)

4. NEW BUSINESS

- a) [Vote to Approve Road Closure for the Historical Society's 49th Annual Antiques Show and Sale- Saturday, June 18, 2016 7:00 AM – 5:00 PM.](#)

- b) [Vote to approve One Day Beer & Wine License- Wild Flower Society, Inc. May18, 2016.](#)
- c) [Vote to approve One Day Beer & Wine License – VFW Post No. 1497 for Grafton High School Scholarship Fund- May 29, 2016.](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

a) [Submittals by Dennis](#)

- Future Disposition of Existing Town Barn If New DPW Facility is Approved
- M.A.S.S. Opposition to Ballot Question to Legalize Commercialize Marijuana

b) FY 17 Budget

8. MEETING MINUTES

[4/12](#)

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)

Litigation Update

Litigation Strategy

Union Negotiations

Land Negotiation

Non Union Negotiations

Strategy for Negotiations

Minutes

ADJOURN

The Board will announce the Electricity Aggregation Plan and open for public review and comment.

Town of Grafton

Municipal Aggregation Plan

Draft – April 28, 2016

The Town of Grafton (the “Town”) has developed the Grafton Energy Choice program to bring the benefits of low cost power, renewable energy, and electricity choice to its residents and businesses. The program is part of the Town’s efforts to promote environmental sustainability and economic growth.

I. Key Features

The key features of the Town’s municipal aggregation program will include:

Price: The Town will secure its power supply by requesting competitive bids from the largest and most experienced power suppliers in the region. This competition will result in the best possible price.

Consumer protection: The Town’s program will include strong consumer protections, including the ability for any customer to leave the standard product at any time with no penalty or fee. There will be no hidden charges of any kind.

Local power sources: The Town will seek to purchase Renewable Energy Certificates (“RECs”) from local renewable energy projects, and include these RECs in the power supply.

Product options: The Town will offer at least one optional product as an alternative to the standard product, giving customers a choice of environmental characteristics, terms of service, and price.

II. Procedural Requirements

The Municipal Aggregation Statute, G.L. c. 164, sec. 134, sets out the legal requirements for a municipal aggregation plan. Those requirements include procedural requirements, specified plan elements, and substantive requirements. The procedural requirements are discussed below, and the other requirements in the sections that follow.

1. Local Approval

The Municipal Aggregation Statute provides that a town may initiate the process to aggregate electrical load upon authorization by a majority vote of town meeting. The Town obtained such authorization by vote at its Annual Town Meeting held on February 8, 2016. A copy of the Town Meeting vote is attached as Exhibit A.

2. Consultation with the Department of Energy Resources

The aggregation statute also requires the Town to consult with the Department of Energy Resources (“DOER”) in developing its aggregation plan. The Town submitted a draft of its Aggregation Plan to DOER and Town officials met with DOER to discuss that draft on [meeting to be scheduled].

3. Citizen Review

The Town has made the Aggregation Plan available for review by its citizens at a public meeting of the Board of Selectmen on May 3, 2016. The draft Aggregation Plan was posted on the Town website with a comment period for the Town's electricity consumers to submit feedback.

III. Elements of the Plan

The Municipal Aggregation Statute requires that the Aggregation Plan contain the following elements:

- Organizational structure
- Program Operations
- Funding
- Details on rate setting and other costs to participants
- The method of entering and terminating agreements with other entities
- The rights and responsibilities of program participants
- The procedure for termination of the program

Each of those elements is discussed in turn below.

1. Organizational Structure

The organizational structure of the aggregation program will be as follows:

Board of Selectmen and Town Administrator: The aggregation will be approved by the Board of Selectmen, the elected representatives of the citizens of the Town, and overseen by the Town Administrator.

Consultants: The Town's aggregation consulting team (hereinafter jointly referred to as "Consultant") will manage the aggregation under the Town Administrator's direction. Their responsibilities will include managing the supply procurement, developing and implementing the public education plan, interacting with the local distribution company, and monitoring the supply contract. Through a competitive procurement process, the Town has selected the team of Peregrine Energy Group and Bay State Consultants to provide these services for an initial term.

Competitive Supplier: The competitive supplier will provide power for the aggregation, provide customer support including staffing a toll-free number for customer questions, and fulfill other responsibilities as detailed in the Competitive Electric Service Agreement.

2. Operations

Following approval of the Plan by the Department of Public Utilities ("DPU"), the key operational steps will be:

- a. Issue a Request for Proposals ("RFP") and select winning competitive supplier
- b. Implement the public information program, including notice of the 30-day opt-out period
- c. Enroll customers and provide service, including quarterly information disclosures

a. Issue a Request for Proposals and select winning competitive supplier

i. Power supply

After the DPU approves the Aggregation Plan, the next step is to procure the electricity supply.

The Town will solicit bids from leading competitive suppliers, including those currently supplying aggregations in Massachusetts and other states. The RFP will require that the supplier satisfy key threshold criteria, including:

- Licensed by the DPU
- Strong financial background
- Experience serving the Massachusetts competitive market or municipal aggregations in other states
- Demonstrated ability, supported by references, to provide strong customer service

In addition, suppliers will be required to agree to the terms and conditions of a Competitive Electric Service Agreement (“ESA”), substantially in the form of the Town’s model Competitive Electric Service Agreement. The agreement requires the supplier to:

- Provide all-requirements service
- Allow customers to exit the standard product at any time with no penalty or fee
- Agree to specified customer service standards
- Comply with all requirements of the DPU and the local distribution company

The Town will solicit price bids from suppliers that meet the threshold criteria and agree to the terms and conditions prescribed in the ESA. The Town will request bids for a variety of terms and for power from different sources. If none of the bids are satisfactory, the Town will reject all bids and repeat the solicitation as often as needed until market conditions yield a price that is acceptable to the Town.

ii. RECs

In addition to soliciting bids for power supply that meets the Massachusetts Renewable Portfolio Standard requirements, the Town will solicit bids for products that exceed those requirements. The Town will seek Renewable Energy Certificates (RECs) from a variety of renewable sources, and will choose the proposal that offers the best combination of environmental benefit and price.

The Town will ask bidders to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The Town will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

b. Implement public information program, including notice of the 30-day opt-out period

Once a winning supplier is selected, the Town will implement a public education program.

The delivery of a public education plan and associated materials are pivotal to ensuring clarity, participation, and enthusiasm for the aggregation. The Town will use a variety of communication vehicles to communicate the plan’s objectives, the primary terms and conditions of the contract, and the right to opt out of the program.

The public education plan will include both broad-based efforts and a 30-day opt-out notice to be mailed to every eligible customer on basic service.

i. Broad-based education efforts

The broad-based efforts will take advantage of traditional media, the Web, and social media to ensure as many people as possible learn about the aggregation. Planned elements include:

- An announcement introducing the program and the competitive supplier, which will be sent to media contacts at local newspapers and other outlets identified as valuable by the Town.
- A dedicated informational Web site that explains the Aggregation Plan, community benefits, the opt-out process, and other helpful information. This site will be available during the initial educational outreach and also on an ongoing basis so that customers can find information about the program for its duration.
- A toll-free customer information and support hotline.
- Interviews with local media outlets such as the local cable access channel.
- An informational slide broadcast on the local cable access television channel.
- Announcements on the Town's social media accounts.
- Informational documents that mirror the aggregation web site content and can be used as handouts during the community presentation. These materials will also be made available through the web site as downloadable files and in the Town Hall and other public buildings.
- A community-wide presentation, open to all community members.
- A presentation for seniors at the senior center.
- Use of the town's electronic message sign to publicize information about the aggregation, such as event dates and times.

A detailed timeline for these efforts will be developed as the launch gets closer.

ii. Notice of the 30-day opt-out period

In addition to the broad-based education initiatives, a 30-day opt-out notice will be mailed to every eligible customer on basic service. The notice will be an official Town communication, and it will be sent in an envelope clearly marked as containing time-sensitive information related to the program. The notice will: (1) introduce and describe the program; (2) inform customers of their right to opt-out and that they will be automatically enrolled if they do not exercise that right; (3) explain how to-opt out; and (4) prominently state all program charges and compare the price and primary terms of the Town's competitive supply to the price and terms of utility basic service. The opt-out notice is attached to this Plan as Exhibit B. The opt-out envelope is attached as Exhibit C.

The direct mailing will include an opt-out reply card. Customers will have 30 days from the date of the mailing to return the reply card if they wish to opt out of the program by this method. The notice will be designed by the Town and printed and mailed by the competitive supplier, who will process the opt-out replies. The opt-out reply card is attached to this Plan as Exhibit D.

c. Enroll customers and provide service, including quarterly notifications

After the completion of the 30-day opt-out period, the competitive supplier will enroll into the program all basic service customers that did not opt out. All enrollments and other transactions between the competitive supplier and National Grid will be conducted in compliance with the relevant provisions of

DPU regulations, National Grid’s Terms and Conditions for Municipal Aggregators (as amended or superseded from time to time), and the protocols of the Massachusetts Electronic Business Transactions Working Group.

Once customers are enrolled, the electricity supplier will provide all-requirements power supply service. The supplier will also provide ongoing customer service, maintain a program web site, and process new customer enrollments, ongoing opt-outs, opt-back-ins, and customer selections of optional products. Prior to the expiration of the initial power supply agreement, the Town intends to enter a new supply agreement.

As part of its ongoing service, the Town will provide the quarterly disclosure information required by G.L. c. 164, § 1(F)(6) and 220 C.M.R. § 11.06. Like the other Massachusetts aggregations, the Town requests a waiver from the requirement that the disclosure label be mailed to every customer and seeks permission instead to provide the information through alternative means, including press releases, announcements on cable television, postings at Town Hall, and postings on the program website. As the DPU has found with other aggregations, this alternate information disclosure strategy will allow the Town to provide the required information to its customers as effectively as quarterly mailings.

d. Annual report to DOER

On an annual basis, the Town will report to DOER on the status of the program, including number of customers enrolled and opting-out, kilowatt-hour sales, customer savings, and participation in green products (all as provided to the Town by the supplier), as well as such other information as DOER may request.

3. Funding

All of the costs of the program will be funded through the supply contract.

The primary cost will be the competitive supplier’s charges for the power supply. These charges will be established through the competitive solicitation for a supplier.

The administrative costs of the program will be funded through a per kilowatt-hour adder that will be included in the supply price and paid by the competitive supplier to the Consultant, as specified in the Competitive Electric Service Agreement. This fee will cover the services of the Consultant, including developing the Aggregation Plan, managing the DPU approval process, managing the supply procurement, developing and implementing the public education plan, providing customer support, interacting with the local distribution company, monitoring the supply contract, and providing ongoing reports. This charge has been set initially at \$0.001 per kilowatt-hour.

4. Rate Setting and Other Costs to Participants

As described above, the program’s electricity supply charges will be set through a competitive bidding process and will include the administrative adder. Prices, terms, and conditions may differ among customer classes. The Town will seek bids for a variety of terms and may also seek bids for a variety of

pricing periods within each contract term. For each customer class, prices will be fixed for periods at least as long as the basic service price period for the class.¹

The program affects only customers' electricity supply charges. Delivery charges will be unchanged and will continue to be charged by National Grid in accordance with tariffs approved by the DPU.

Participants will receive one bill from National Grid that includes both the electricity supply charge and National Grid's delivery charges.

5. Method of Entering and Terminating Agreements with Other Entities

The Town's process for entering, modifying, enforcing, and terminating all agreements associated with the Aggregation Plan will comply with the Town's charter, federal and state law and regulations, and the provisions of the relevant agreement.

When the Town has decided that it is timely to solicit bids for a new electric service agreement, the procurement steps will be as follows:

1. The Town's consultants will prepare and issue an RFQ on behalf of the Town
2. The Town will receive and evaluate qualifications
3. The Town's consultants will issue an RFP for prices
4. The Town will receive and evaluate bids and, if acceptable, execute a contract with the winning bidder. The Board of Selectmen will be responsible for executing the supply contract.

If the prices bid on any given bid date are not satisfactory, the Town will wait to see if market conditions improve and then repeat the process.

6. Rights and Responsibilities of Program Participants

All participants will have the right to opt out of the standard product at any time without charge. They may exercise that right by any of the following: 1) calling the Competitive Supplier's toll-free number; 2) contacting National Grid and asking to be returned to basic service; or 3) enrolling with another competitive supplier.

All participants will have the consumer protection provisions of Massachusetts law and regulations, including the right to question billing and service quality practices. Customers will be able to ask questions of and register complaints with the Town, Consultant, the competitive supplier, National Grid, and the DPU. As appropriate, the Town and Consultant will direct customer complaints to the competitive supplier, National Grid, or the DPU.

Participants will be responsible for paying their bills and for providing access to metering and other equipment necessary to carry out utility operations.

¹ Basic service pricing periods vary by customer class. For residential and small business customers, the prices change every six months. For medium and large business customers, prices change monthly.

7. Extension or Termination of Program

Prior to the end of the term of the initial Competitive Electric Service Agreement, The Town will solicit bids for a new supply agreement and plans to continue the program with the same or a new competitive supplier.

Although the Town is not contemplating a termination date, the program could be terminated upon the termination or expiration of the Competitive Electric Service Agreement without any extension, renewal, or negotiation of a subsequent supply contract, or upon the decision of the Board of Selectmen to dissolve the program effective on the end date of any outstanding supply agreement. In the event of termination, customers would be returned to National Grid's basic service via Electronic Data Interchange (EDI) by the competitive supplier in accordance with the rules set forth in the Electronic Business Transactions (EBT) Working Group Report unless the customers choose an alternative competitive supplier.

The Town will notify National Grid of the planned termination or extension of the program. In particular, the Town will provide National Grid notice: (1) 90 days prior to a planned termination of the program; (2) 90 days prior to the end of the anticipated term of the program's ESA; and (3) four business-days after the successful negotiation of a new electricity service agreement.

IV. Substantive Requirements

The Municipal Aggregation Statute also requires that the aggregation plan satisfy three substantive requirements:

- Universal access
- Reliability
- Equitable treatment of all customer classes

The Town's program will satisfy all three requirements, as discussed below.

1. Universal Access

The Aggregation Plan provides for universal access by guaranteeing that all customer classes will be included in the program under equitable terms.

Most importantly, all customers will have access to the program. All existing basic service customers will be automatically enrolled in the program unless they choose to opt out.

As new customers move into the Town, they will have an opportunity to join the program. New customers will initially be placed on basic service. They will then receive an opt-out notice and will be enrolled in the aggregation unless they choose to opt out within the 30-day opt-out period. New customers will be enrolled at the same price as the existing customers, with the exception of new Very Large Commercial and Industrial Customers ("VLC&I Customers"). New VLC&I Customers are defined as any customer that is on the utility's largest rate class and has historical or projected consumption in excess of 1,000,000 kWh per year. These customers, if any, will be enrolled at a price that reflects market prices at the time of enrollment.

All customers will have the right to opt out of the program at any time. Customers that opt out will have the right to return to the program at a price that reflects market prices at the time of their return.

2. Reliability

Reliability has both physical and financial components. The program will address both through the ESA with the competitive supplier. From a physical perspective, the ESA commits the competitive supplier to provide all-requirements power supply and to use proper standards of management and operations (ESA, Article 2.) The local distribution company will remain responsible for delivery service, including the physical delivery of power to the consumer, maintenance of the delivery system, and restoration of power in the event of an outage. From a financial perspective, the ESA requires the supplier to pay actual damages for any failure to provide supply at the contracted rate (i.e., to pay the difference between the contract rate and the utility supply rate). The ESA also requires the competitive supplier to maintain insurance (ESA, Article 16). Accordingly, the program satisfies the reliability requirement of the statute.

3. Equitable Treatment of all Customer Classes

The Aggregation Statute requires “equitable” treatment of all customer classes. The DPU has determined that this does not mean that all customers must be treated “equally,” but rather that similarly-situated classes be treated “equitably.” In particular, the DPU has allowed variations in pricing and terms and conditions between customer classes to account for the disparate characteristics of those classes.

The program makes four distinctions between groupings of customers. First, the program will distinguish among customer classes (residential, commercial, industrial) by soliciting separate pricing for each of those classes. The program will use the same customer classes that National Grid uses for its basic service pricing.

Second, the program will distinguish between customers receiving the standard product and customers that affirmatively choose an optional product, such as a green product. Customers selecting the optional product will be charged the price and terms of service associated with that product.

Third, as described above under “Universal Access,” among New Customers, the program may distinguish between a) New VLC&I Customers, and b) all other New Customers. The program will offer New Customers other than New VLC&I Customers the standard contract pricing. However, the program will offer new VLC&I Customers pricing based on market prices at the time the customer seeks to join the aggregation.

Finally, consistent with DPU rulings, among customers that are served by a competitive supplier at the time of program launch and later seek to join the aggregation, the program will distinguish between a) residential and small C&I customers, and b) medium, large, and very large C&I customers. Residential and small C&I customers will be offered standard contract pricing. Medium, large, and very large C&I customers will be offered market based rates which will reflect market conditions at the time the customer seeks to join the aggregation.

V. PLANNED SCHEDULE

Milestone	Day Estimate
RFQ for competitive supplier issued	Day 1
RFP for final supply prices issued	Day 35
Electricity Supply Agreement executed	Day 49
Broad-based educational campaign begins, including the announcement of supply contract and pricing and the launch of program web site.	Day 50
Opt-out notice mailed to customers	Day 56
Opt-out deadline	Day 86
Service begins as of each customer's next meter read date	Day 90

The planned schedule is presented for illustrative purposes. The final schedule will be established when the Town receives regulatory approval.²

VI. CONCLUSION

The Grafton Energy Choice program meets all of the requirements of the municipal aggregation statute, including providing universal access and a reliable power supply and treating all customer classes equitably. The Town looks forward to the approval of this plan by the DPU so that the Town can launch the program and bring the benefits of rate stability, renewable energy, and increased electricity choice to its residents and businesses.

² The planned schedule is designed to give the competitive supplier sufficient time to satisfy EDI testing requirements. However, the schedule will be adjusted if additional time is needed to meet those requirements.

EXHIBIT A

Town Meeting Resolution Authorizing Aggregation



TOWN OF GRAFTON
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(508) 839-5335 ext. 1195
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email: clerks@grafton-ma.gov

TOWN CLERK

Donna M. Girouard
Town Clerk

CERTIFIED COPY OF VOTE TAKEN AT THE GRAFTON SPECIAL TOWN MEETING
HELD FEBRUARY 8, 2016:

ARTICLE 1. TO GRANT THE BOARD OF SELECTMEN THE AUTHORITY TO PARTICIPATE IN A CONTRACT, OR CONTRACTS TO AGGREGATE THE ELECTRICITY LOAD OF THE RESIDENTS AND BUSINESSES IN TOWN.

Upon motion of Craig Dauphinais, it was voted to grant the Board of Selectmen pursuant to G.L. c.164, 134 the authority to research, develop and participate in a contract, or contracts to aggregate the electricity load of the residents and businesses in the Town and for other related services, independently, or in joint action with the other municipalities, retaining the right of individual residents and business to opt out of the aggregation.

The Moderator declared the motion carried.

A true copy,
Attest:

Donna M. Girouard
Town Clerk

EXHIBIT B

Opt-Out Notice



TOWN ELECTRICITY PROGRAM NOTIFICATION LETTER

<MONTH> <DAY>, 2016

Dear Grafton Electricity Service Customer,

This letter contains important information about your electricity bill.

Grafton Energy Choice is a new Town program designed to help you save money on electricity and protect you from seasonal utility price swings. Grafton Energy Choice is a municipal electricity aggregation. By bulk-purchasing electricity for the entire community through the program, Grafton has negotiated a lower rate for the electricity supply portion of your bill than National Grid's Basic Service rate.

If you received this letter, you will be AUTOMATICALLY enrolled in Grafton Energy Choice, unless you choose not to participate.

- If you participate: National Grid will deliver your electricity, fix power outages, and bill you, but Grafton will choose your electricity supplier. Grafton has negotiated a <XX>-month contract with <SUPPLIER NAME> to supply electricity to Town residents and businesses from <MONTH> <YEAR> meter reads through <MONTH> <YEAR> meter reads.
- If you do not participate: National Grid will continue to choose your electricity supplier.

PROGRAM BENEFITS

SAVINGS - Grafton has negotiated a fixed price that is below National Grid Basic Service winter rates at program launch. However, National Grid prices change periodically. As a result, the program price will not always be below the National Grid price. The program goal is to deliver savings *when costs are averaged across all <XX> months of the contract.*

CHOICE - Grafton Energy Choice gives you two alternatives to National Grid Basic Service: 1) Grafton Energy Choice Standard, which is the standard offering and which meets state renewable energy requirements, and 2) Grafton Energy Choice Plus, an option that includes a higher percentage of renewable energy.

PREDICTABILITY - Your electricity supply price will not change before your <MONTH> <YEAR> meter read. Program terms are public. There are no hidden costs.

YOUR RELATIONSHIP WITH NATIONAL GRID

Your primary relationship for electricity will remain with National Grid. Participating in Grafton Energy Choice impacts only your electricity supplier. Beginning with your <MONTH> <YEAR> National Grid bill, you will see <SUPPLIER NAME> printed under Supply Services. Otherwise:

- Your bill will continue to come from National Grid
- You will continue to send bill payments to National Grid
- You will continue to call National Grid if your power goes out

If you are on a budget plan or are eligible for a low-income delivery rate or fuel assistance, you will continue to receive those benefits.

YOUR NEW PRICE FOR ELECTRICITY SUPPLY

► <X.XX> ¢/kWh

For all customers: residential, small businesses, and medium and large businesses

Compare to National Grid rates on the back. ►

QUESTIONS?

- Visit www.grafton-ma.gov/XXX
- Call: 1-844-483-5004 or email grafton@masspowerchoice.com with questions about the program.

DON'T WANT TO PARTICIPATE?

- There is no penalty or fee to opt out of the program, and you may do so at any time.

Opt out before the program begins: **Before <MONTH> <DATE>, 2016**, sign and return the enclosed postcard or opt out online at www.grafton-ma.gov/XXX.

Opt out in the future: Call <SUPPLIER NAME> at <1-800-XXX-XXXX> or opt out online at www.grafton-ma.gov/XXX.

If you opt out, you will remain a National Grid Basic Service customer.

Important information on the back ►

COMPARATIVE ELECTRICITY SUPPLY RATES AND TERMS

All program participants will automatically receive Grafton Energy Choice Standard. To receive it, you need to do nothing. As a National Grid Basic Service customer, you will be automatically enrolled. To choose **Grafton Energy Choice Plus**, contact <SUPPLIER NAME> at 1-800-XXX-XXXX.

	Grafton Energy Choice Standard	Optional: Grafton Energy Choice Plus	National Grid Basic Service
Renewable Energy Content	Meets Massachusetts renewable energy requirements.	<INSERT DETAILS>	Meets Massachusetts renewable energy requirements.
Rate Term	<MONTH> <YEAR> meter read – <MONTH> <YEAR> meter read	<MONTH> <YEAR> meter read – <MONTH> <YEAR> meter read	<MONTH> <DAY>, <YEAR> – <MONTH> <DAY>, <YEAR> **
Residential	X.XX ¢/kWh	XX.XX ¢/kWh	XX.XXX ¢/kWh
Small business	X.XX ¢/kWh	XX.XX ¢/kWh	XX.XXX ¢/kWh
Medium and large business	X.XX ¢/kWh	XX.XX ¢/kWh	XX.XX ¢/kWh (<MONTH> <DAY>, <YEAR> - <MONTH> <DAY>, <YEAR>) **
Exit Terms	Leave any time. No exit charge.	Leave any time. No exit charge.	Leave any time. No exit charge. (Except for medium and large business accounts on National Grid delivery rates G-2 and G-3.)

* New renewable energy projects are those projects that came into commercial operation after January 1, 1998. The additional new renewable projects incorporated into Grafton Energy Choice Plus are from <PROJECT TYPE>.

** National Grid's fixed Basic Service rates change every six (6) months for residential and small business accounts and every month for medium and large business accounts.

FREQUENTLY ASKED QUESTIONS

WHAT IS ELECTRICITY SUPPLY? Electricity service has two parts, delivery and supply. Electricity delivery is the process of bringing electricity to you along wires. Electricity supply is the electricity itself. National Grid is responsible for electricity delivery in Grafton. In addition, National Grid typically chooses your electricity supplier and passes that cost along to you. This is called National Grid Basic Service. Within Grafton Energy Choice, National Grid will continue to deliver the electricity but will no longer choose the electricity supplier. Instead, Grafton will choose an electricity supplier for Town residents and businesses through a competitive bid process.

DO I HAVE TO PARTICIPATE? You do not have to participate in the program. To opt out before the program begins, sign and return the enclosed postcard before <MONTH> <DATE>, or opt out online at www.grafton-ma.gov/XXXX.

I HAVE SIGNED MY OWN CONTRACT WITH AN ELECTRICITY SUPPLIER. WILL I BE AUTOMATICALLY ENROLLED? If you have already established a contract with a different electricity supplier, you should not be automatically enrolled. If you received this letter but you have an existing electricity supply contract, you should opt out of the program.

I HAVE SOLAR PANELS ON MY PROPERTY. IF I JOIN, WILL I CONTINUE TO RECEIVE NET METERING CREDITS? Yes. Net metering will work the same way if you participate in the program. Your net metering credits from your solar panels will continue to appear on your National Grid bill and will continue to be calculated based on National Grid's Basic Service price.

If you have any additional questions, please do not hesitate to contact customer support at grafton@masspowerchoice.com or 1-844-483-5004. Our Town consultants will be happy to help you.

<NAME>

<TITLE>

EXHIBIT C

Opt-Out Envelope


TOWN OF GRAFTON
C/O VENDOR NAME
[Street address]
[City], XX 00000-0000

PRESORTED
STANDARD
US POSTAGE PAID
CITY, XX
PERMIT, NO XXXX

**Time-sensitive notice sent on behalf of the Town
regarding your electricity rates.**

EXHIBIT D

Opt-Out Reply Card

OPT-OUT REPLY CARD	
	GRAFTON ENERGY CHOICE OPT-OUT REPLY CARD
<div>OPT-OUT INSTRUCTIONS You do not need to take any action to participate in Grafton Energy Choice. If you do not wish to participate: <ol style="list-style-type: none">1. Sign and date this card2. Drop it in the mail</div>	
<p>This card must be signed by the Customer of Record whose name appears in the address on this card. You must return the card by <MONTH> <DAY>, <YEAR>, to opt out of the program before program launch on <MONTH> <DAY>, <YEAR>.</p>	
X _____ Signature	_____ Date

If the Board is in agreement the Board will vote to approve the Transfer of Liquor License from Simone Linsin d/b/a Pecorino to Pecorino Inc.



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

*Craig Dauphinais, Chairman
Jennifer Thomas, Vice Chair
Bruce Spinney, II, Clerk
Brook Padgett
Dennis Flynn*

LEGAL NOTICE

BOARD OF SELECTMEN

Notice is hereby given under Chapter 138 of the General Laws, as amended that an application has been made by Simone Linsin, 28 Bridle Ridge Drive, N. Grafton, MA 01536 for the transfer of the Wine and Malt Beverage License in the name of Simone Linsin d/b/a Pecorino to Pecorino Inc.

Premise to be licensed is located at 135 Westboro Road, N. Grafton MA. The establishment is a 513 sq. ft. cheese shop operating since 2010 with an additional 247 sq. ft. room for wine sales since 2011, (total 760 sq. ft.)

Upon this application, the Grafton Board of Selectmen will hold a public hearing in Conference Room A, Grafton Memorial Municipal Center, 30 Providence Rd., Grafton, MA 01519 on Tuesday, May 3, 2016 beginning at 7:00 p.m.

Grafton Board of Selectmen

Craig Dauphinais, Chairman
Jennifer Thomas, Vice Chair
Bruce Spinney, III, Clerk
Brook Padgett
Dennis Flynn

Publish Grafton News
April 21, 2016
Town Bulletin Board

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GRAFTON, MA
2016 APR 13 AM 9 59



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL
LICENSING AUTHORITY.

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

PECORINO, INC.

ADDRESS

135 WESTBORO ROAD

CITY/TOWN

NORTH GRAFTON

STATE

MA

ZIP CODE

01536

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text"/> | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396**



MASSACHUSETTS DEPARTMENT OF REVENUE
PO BOX 7044
BOSTON, MA 02204-7044
CONTACT CENTER
(617) 887-6367

Letter ID: 1013
Notice Date: April 14, 2015
Case ID: 1

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SIMONE LINSIN
135 WESTBORO RD
NORTH GRAFTON MA 01536-1809

Why did you receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, SIMONE LINSIN is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

Where can you find additional information?

Visit our website at mass.gov/dor for one-stop access to taxpayer information. You can learn more about state tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights and the appeals process.

You can file your returns, make payments and manage your account at mass.gov/masstaxconnect. You may also contact us by phone at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 5:00 p.m.

Charlene Hannaford
Acting Deputy Commissioner



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)

045600041

ABCC License Number

GRAFTON

City/Town

The licensee A. SIMONE LINSIN DBA PECORINO and the proposed transferee B. PECORINO, INC. respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).



Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

☐ Yes ☒ No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
SIMONE LINSIN DBA PECORINO	OWNER		SOLE PROPRIETOR

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

☒ Yes ☐ No

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
*SIMONE LINSIN	PRESIDENT, DIRECTOR		100%

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE:

(If a Corporation/LLC, by its authorized representative)

SIGNATURE OF PROPOSED TRANSFeree:

Date Signed 4/7/2016

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

GRAFTON

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) PECORINO, INC.

B. Business Name (if different) :

C. Manager of Record: SIMONE LINSIN

D. ABCC License Number (for existing licenses only) :

E. Address of Licensed Premises: 135 WESTBORO ROAD

City/Town: NORTH GRAFTON

State: MA

Zip: 01536

F. Business Phone: 508-839-9200

G. Cell Phone:

H. Email: SIMONE@PECORINOGRAFTON.COM

I. Website: WWW.PECORINOGRAFTON.COM

J. Mailing address (If different from E.):

City/Town:

State:

Zip:

2. TRANSACTION:

- ☐ New License ☐ New Officer/Director ☐ Transfer of Stock ☐ Issuance of Stock ☐ Pledge of Stock
☒ Transfer of License ☐ New Stockholder ☐ Management/Operating Agreement ☐ Pledge of License

The following transactions must be processed as new licenses:

- ☐ Seasonal to Annual ☐ (6) Day to (7)-Day License ☐ Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- ☐ §12 Restaurant ☐ §12 Hotel ☐ §12 Club ☐ §12 Veterans Club ☐ §12 Continuing Care Retirement Community
☐ §12 General On-Premises ☐ §12 Tavern (No Sundays) ☒ §15 Package Store

4. LICENSE CATEGORY:

- ☐ All Alcoholic Beverages ☒ Wines & Malt Beverages ☐ Wines ☐ Malt
☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- ☒ Annual ☐ Seasonal

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: SIMONE LINSIN

ADDRESS: 135 WESTBORO ROAD

CITY/TOWN: NORTH GRAFTON STATE: MA ZIP CODE: 01536

CONTACT PHONE NUMBER: 508-839-9200 FAX NUMBER: N/A

EMAIL: SIMONE@PECORINOGRAFTON.COM

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage.** i.e.: "Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq ft = 5600."

CHEESE SHOP 513 SQFT OPERATING SINCE SEPT 2010
WITH ADDITIONAL 247 SQFT ROOM FOR WINE SALE SINCE OCT 2011, TOTAL 760 SQF

Total Square Footage: 760 Number of Entrances: 1 Number of Exits: 2

Occupancy Number: 25 Seating Capacity: 0

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): Other:

Name: Phone:

Address: City/Town: State: Zip:

Initial Lease Term: Beginning Date Ending Date

Renewal Term: Options/Extensions at: Years Each

Rent: Per Year Rent: Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?
Yes ☐ No ☒

If Yes, Landlord Entity must be listed in Question # 10 of this application.

If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n):

Corporation

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization:

3/22/2016

State of Incorporation/Organization:

MA

Is the Corporation publicly traded?

Yes ☐No ☒**10. INTERESTS IN THIS LICENSE:**

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license.

IMPORTANT ATTACHMENTS (4):A. All individuals or entities listed below are required to complete a Personal Information Form.B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form (unless they are a landlord entity)

Name	All Titles and Positions	Specific % Owned	Other Beneficial Interest
SIMONE LINSIN	PRESIDENT		
SIMONE LINSIN	SECRETARY		
SIMONE LINSIN	TREASURER		
SIMONE LINSIN	DIRECTOR		

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes ☐ No ☐

2. Are you a Massachusetts Residents? Yes ☐ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes ☒ No ☐

2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes ☒ No ☐

3. Is the License Manager a U.S. Citizen? Yes ☒ No ☐

C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☒ No ☐

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:**A.) For Individual(s):**

1. Are you a U.S. Citizen? Yes ☐ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes ☐ No ☐

2. Is the License Manager or Principal Representative a U.S. Citizen? Yes ☐ No ☐

C.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Individual(s), Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☐ No ☐

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:

B. Purchase Price for Business Assets:

C. Costs of Renovations/Construction:

D. Initial Start-Up Costs:

E. Purchase Price for Inventory:

F. Other: (Specify)

G: TOTAL COST**H. TOTAL CASH****I. TOTAL AMOUNT FINANCED**

IMPORTANT ATTACHMENTS (5): Any individual, LLC, corporate entity, etc. providing funds of \$50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §17 or §18 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes ☐ No ☐

If yes, please describe:

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? ☐ Yes ☒ No

1. If yes, to whom:

2. Amount of Loan: 3. Interest Rate: 4. Length of Note:

5. Terms of Loan :

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? ☐ Yes ☒ No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? ☐ Yes ☐ No

If yes, to whom:

IMPORTANT ATTACHMENTS (6): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: ☐ Yes ☒ No

21. ANTICIPATED OPENING DATE:

IF ALL OF THE INFORMATION AND
ATTACHMENTS ARE NOT COMPLETE
THE APPLICATION WILL BE
RETURNED

APPLICANT'S STATEMENT

I, SIMONE LINSIN the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member
Authorized Signatory

of PECORINO, INC., hereby submit this application for TRANSFER OF LICENSE
Name of the Entity/Corporation Transaction(s) you are applying for

(hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature: 

Date: 4/7/2016

Title: PRESIDENT



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee **PECORINO, INC**

B. Business Name (dba) **PECORINO**

C. Address **135 WESTBORO ROAD**

D. ABCC License Number
(If existing licensee)

E. City/Town **NORTH GRAFTON**

State **MA**

Zip Code **01536**

F. Phone Number of Premise **508-839-9200**

G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name **SIMONE LINSIN**

B. Home Phone Number

C. Address

D. City/Town

State **MA**

Zip Code **01536**

E. Social Security Number

F. Date of Birth

G. Place of Employment

PECORINO

3. BACKGROUND INFORMATION:

Have you ever been convicted of a state, federal or military crime?

Yes ☐ No ☒

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

TO CONTINUE ALL EXISTING BUSINESS OPERATIONS OF WINE AND CHEESE SALES.

CHEESE SHOP WAS ESTABLISHED IN 2010, WINE LICENSE OBTAINED IN 2011 UNDER SIMONE LINSIN, DBA PECORINO

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date

4/7/2016

Title

PRESIDENT

(If Corporation/LLC Representative)



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form,
and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee:	<input type="text" value="PECORINO, INC."/>	Business Name (dba):	<input type="text"/>
Address:	<input type="text" value="135 WESTBORO ROAD"/>		
City/Town:	<input type="text" value="NORTH GRAFTON"/>	State:	<input type="text" value="MA"/>
		Zip Code:	<input type="text" value="01536"/>
ABCC License Number: (If existing licensee)	<input type="text" value="045600041"/>	Phone Number of Premise:	<input type="text" value="508-839-9200"/>

2. MANAGER INFORMATION:


A. Name:	<input type="text" value="SIMONE LINSIN"/>	B. Cell Phone Number:	<input type="text"/>
C. List the number of hours per week you will spend on the licensed premises:	<input type="text" value="40"/>		

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	B. Date of Naturalization:	<input type="text"/>	C. Court of Naturalization:	<input type="text"/>
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(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages?  Yes ☐ No ☒

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☐ No ☒

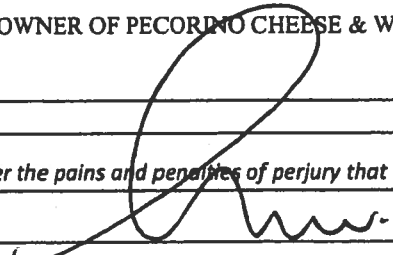
If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

2010-CURRENT: OWNER OF PECORINO CHEESE & WINE SHOP, AS SIMONE LINSIN DBA PECORINO, 2007-2010 ASSISTANT GENERAL MANAGER

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature



Date



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

The Alcoholic Beverages Control Commission has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information. For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	045600041	LICENSEE NAME:	SIMONE LINSIN	CITY/TOWN:	GRAFTON MA
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APPLICANT INFORMATION

LAST NAME:	LINSIN	FIRST NAME:	SIMONE	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:			
DATE OF BIRTH:	11/16/1970	SSN:	017829746	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:		DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:		HEIGHT:		WEIGHT:	
EYE COLOR:					
CURRENT ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	SIMONE LINSIN	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	---------------	-------------------------------	--

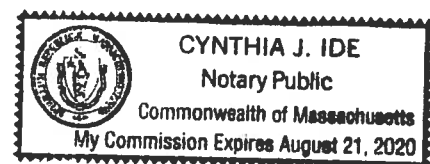
NOTARY INFORMATION

On this	Apr. 17 2016	before me, the undersigned notary public, personally appeared	Simone Linsin
(name of document signer), proved to me through satisfactory evidence of identification, which were	Mass Drivers License		
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
			 NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 680-4634.



Additional Space

Please note which question you are using this space for.

CORPORATE VOTE FORM

Date: April 7, 2016

At a meeting of the Board of Directors of Pecorino, Inc., held at 135 Westboro Road, North Grafton, MA 01536, on the 7th day of April 2016, it was duly voted that the Corporation apply for the transfer of the liquor license from Simone Linsin, dba Pecorino to Pecorino, Inc.

The Directors:

"VOTED: To authorize Simone Linsin to sign the application submitted in the name of Pecorino, Inc. and to execute in the Corporation's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint Simone Linsin of Pecorino, Inc. as its manager or principal representative, and hereby grant her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

"VOTED: That a copy of this vote duly certified by the Secretary of the Corporation and delivered to the manager appointed, or principal representative, shall constitute the written authority required.

It is hereby certified that all the Directors of Pecorino, Inc., a Corporation duly organized under the laws of the Commonwealth of Massachusetts, are citizens of the United States and a majority are residents of the Commonwealth of Massachusetts.

A true copy attest,


Corporation Secretary's signature

If the Board is in agreement, the Board will vote to approve the Class II License for Kamel Kamel d/b/a K Motors at 21 Shrewsbury Street, North Grafton, MA.



**Grafton Municipal Memorial Center
Office of the Board of Selectmen
30 Providence Road
Grafton, MA 01519
(508) 839-5335
www.grafton-ma.gov**

TOWN OF GRAFTON

LEGAL NOTICE

The Board of Selectmen will hold a public hearing on Tuesday, May 3, 2016 at 7:00 p.m. in Conference Room A in the Grafton Municipal Center, 30 Providence Rd., Grafton, MA to hear citizen comments on the application of Kamel Kamel d/b/a K Motors, 29 Heywood Street, Worcester, MA 01604 for a Garage Class II license located at 21 Shrewsbury Street, North Grafton, MA.

Interested citizens are invited to attend this public hearing and to offer any written or oral comments.

Grafton Board of Selectmen

**Craig Dauphinais, Chairman
Jennifer Thomas, Vice Chairman
Bruce Spinney, Clerk
Brook Padgett
Dennis Flynn**

**Publish Grafton News
April 21, 2016
Town bulletin Board**

THE COMMONWEALTH OF MASSACHUSETTS

Town OF GRAFTON**APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF**

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a _____
class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with
the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? KAMEL KAMEL

Business Name: K Motors

Business address of concern. No. 21 SHREWSBURY St.,
NORTH GRAFTON 01536 City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? _____

INDIVIDUAL

3. If an individual, state full name and residential address.

KAMEL KAMEL 29 HEYWOOD ST
WORCESTER MA 01604

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President _____

Secretary _____

Treasurer _____

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? YES

If so, is your principal business the sale of new motor vehicles? NO

Is your principal business the buying and selling of second hand motor vehicles? YES

Is your principal business that of a motor vehicle junk dealer? NO

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

USED CAR SALES

8. Are you a recognized agent of a motor vehicle manufacturer? NO

(Yes or No)

If so, state name of manufacturer _____

9. Have you a signed contract as required by Section 58, Class 1? NO

(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? NO

(Yes or No)

If so, in what city — town _____

Did you receive a license? _____

(Yes or No)

For what year? _____

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof ever been suspended or revoked? _____

(Yes or No)

Sign your name in full _____

KAMEL KAMEL

(Duly authorized to represent the concern herein mentioned)

Residence _____

29 Haywood St
Worcester MA 01604

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation _____

(Approved or Disapproved)

License No. _____ granted _____ 20 _____ Fee \$ _____

Signed _____

CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which will expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder; and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

APPLICATION FOR A LICENSE TO BUY, SELL,
EXCHANGE OR ASSEMBLE SECOND HAND
MOTOR VEHICLES OR PARTS THEREOF.

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No. _____

Class _____ License No. _____

Name _____

St. and No. _____

City — Town _____

Date Issued _____


Remarks _____

To Whom It May Concern:

I Al Gosselin, owner of 21 Shrewsbury Street, North Grafton, MA 01536 give

KAMEL KAMEL permission to open a used car lot at this location. This is month to month rental, not a lease and the rent will be _____ per month starting on 4/8/16. If the rent is late or non-payment is received this agreement will be null and void. At this point, the renter will have to return the license to the town and vacate the premises.

 Dated 4/8/16
Kamel Kamel

 Dated 4/8/16

Al Gosselin

If the Board is in agreement, the Board will vote to approve the Kearsarge Solar Agreement.

The agreements are for:

- Kearsarge Granby 1
- Kearsarge Granby 2
- Kearsarge Granby 5
- Kearsarge Granby 6
- Kearsarge Athol LLC

Monday, April 25, 2016

Timothy P. McInerney, Town Administrator
Town of Grafton
Daniel Gale
Director of Finance
Grafton Public Schools
30 Providence Road
Grafton, MA 01519

Dear Tim and Dan,

Kearsarge Energy is excited to continue our relationship with the Town of Grafton and the Grafton Public Schools through additional Net Metered Power Purchase Agreements from solar PV arrays Kearsarge is developing in Granby and Athol, MA. The Town and Schools will see additional monthly savings from these arrays, which are expected to be in operation and generating credits in the 4th quarter of 2016. We look forward to working together on these new projects.

Per your request, please see below for a summary of the total savings and environmental impact the Town and Schools have achieved to date from the Barre II Britton Road project, which has been generating net metered credits and offering savings to Grafton since April, 2014. Please note, that these savings do not include the savings from the Water District Project as we are not the owner of that project.

(1) CURRENT PROJECT SAVINGS SUMMARY

Kearsarge Barre II - Britton Road Solar (SREC I project)

Total kWh Allocated to Grafton since 2014	2,806,319
Metric Tons of Carbon Dioxide Saved	1,935
Number of Homes Powered for One Year	177
Average Monthly Savings to Date(April 2014)	\$ 6,513
Total Savings to Date	\$ 143,288
Total Estimated Savings over 20 Years	\$ 3,570,217

Below please find our forecast for projected annual savings to the Town & Schools from Kearsarge's projects in Granby and Athol.

(2) KEARSARGE GRANBY & ATHOL PROJECTS PROPOSED SAVINGS

Project Locations (SREC II projects)	Granby 1: 188 East Street, Granby Granby 2: 190 East Street, Granby Granby 5: 220R East Street, Granby Granby 6: 229R East Street, Granby Athol: 5567 South Athol Pond Rd, Athol
Total Est. kWh Allocated to Grafton	1,778,400
NMPPA Net Metered Credit Rate	25% Discount
Year 1 Est. Value of NMCs on Bill if at \$0.166 (rate from May 1 to October 31, 2016)	\$295,570
Year 1 Est. Value of NMCs on Bill if at \$0.212 (rate from November 1, 2015 to April 30, 2016)	\$377,021
Year 1 Savings to Town @\$0.189	\$83,985
Year 20 Cumulative Savings (normalized at \$0.189 cents starting rate)	\$2,142,130

Thank you very much for this opportunity to continue to work with the Town of Grafton and the Grafton Public Schools. We look forward to continuing to help the Town and Schools achieve significant energy cost savings and positive environmental impact from the Barre II, Granby, and Athol solar PV arrays.

Please see Exhibit A below for a summary of total benefits to the Town and Schools from the proposed Net Metered Power Purchase Agreement.

As always, please let me know if you have any questions or need any additional information.

Sincerely,



Andrew J. Bernstein

Managing Partner, Kearsarge Energy LP

Exhibit A: Total Benefits to the Town of Grafton and Public Schools

ESTIMATED SOLAR SAVINGS			kWh	NMC Rate	NMC Full	Kearsarge	Savings	Annual	Est.
				per kWh	Value	NMPPA Price	per kWh	Savings from NM	Cumulative NMPPA Savings
Est. NM Credit Rate per kWh	\$ 0.1889	Yr1	1,778,400	\$ 0.1889	\$ 335,940	\$ 0.1417	\$ 0.0472	\$ 83,985	\$ 83,985
Est. NMC Escalator	3.0%	Yr2	1,769,508	\$ 0.1946	\$ 344,288	\$ 0.1459	\$ 0.0486	\$ 86,072	\$ 170,057
Annual Degradation	0.50%	Yr3	1,760,660	\$ 0.2004	\$ 352,843	\$ 0.1503	\$ 0.0501	\$ 88,211	\$ 258,268
Yr 1 Est. Output	1,778,400	Yr4	1,751,857	\$ 0.2064	\$ 361,612	\$ 0.1548	\$ 0.0516	\$ 90,403	\$ 348,671
		Yr5	1,743,098	\$ 0.2126	\$ 370,598	\$ 0.1595	\$ 0.0532	\$ 92,649	\$ 441,320
NM Discount (GUARANTEED SAVINGS)	25.0%	Yr6	1,734,382	\$ 0.2190	\$ 379,807	\$ 0.1642	\$ 0.0547	\$ 94,952	\$ 536,272
PPA Year 1	\$ 0.1417	Yr7	1,725,710	\$ 0.2256	\$ 389,245	\$ 0.1692	\$ 0.0564	\$ 97,311	\$ 633,583
PPA Escalator (tied to NGRID NM Rate)	3.0%	Yr8	1,717,082	\$ 0.2323	\$ 398,918	\$ 0.1742	\$ 0.0581	\$ 99,729	\$ 733,313
		Yr9	1,708,497	\$ 0.2393	\$ 408,831	\$ 0.1795	\$ 0.0598	\$ 102,208	\$ 835,520
		Yr10	1,699,954	\$ 0.2465	\$ 418,990	\$ 0.1849	\$ 0.0616	\$ 104,748	\$ 940,268
		Yr11	1,691,454	\$ 0.2539	\$ 429,402	\$ 0.1904	\$ 0.0635	\$ 107,351	\$ 1,047,619
		Yr12	1,682,997	\$ 0.2615	\$ 440,073	\$ 0.1961	\$ 0.0654	\$ 110,018	\$ 1,157,637
		Yr13	1,674,582	\$ 0.2693	\$ 451,009	\$ 0.2020	\$ 0.0673	\$ 112,752	\$ 1,270,389
		Yr14	1,666,209	\$ 0.2774	\$ 462,216	\$ 0.2081	\$ 0.0694	\$ 115,554	\$ 1,385,943
		Yr15	1,657,878	\$ 0.2857	\$ 473,703	\$ 0.2143	\$ 0.0714	\$ 118,426	\$ 1,504,369
		Yr16	1,649,589	\$ 0.2943	\$ 485,474	\$ 0.2207	\$ 0.0736	\$ 121,369	\$ 1,625,737
		Yr17	1,641,341	\$ 0.3031	\$ 497,538	\$ 0.2273	\$ 0.0758	\$ 124,385	\$ 1,750,122
		Yr18	1,633,134	\$ 0.3122	\$ 509,902	\$ 0.2342	\$ 0.0781	\$ 127,475	\$ 1,877,597
		Yr19	1,624,968	\$ 0.3216	\$ 522,573	\$ 0.2412	\$ 0.0804	\$ 130,643	\$ 2,008,240
		Yr20	1,616,843	\$ 0.3312	\$ 535,559	\$ 0.2484	\$ 0.0828	\$ 133,890	\$ 2,142,130
		Yr21	1,608,759	\$ 0.3412	\$ 548,868	\$ 0.2559	\$ 0.0853	\$ 137,217	\$ 2,279,347
		Yr22	1,600,715	\$ 0.3514	\$ 562,507	\$ 0.2636	\$ 0.0879	\$ 140,627	\$ 2,419,974
		Yr23	1,592,712	\$ 0.3620	\$ 576,485	\$ 0.2715	\$ 0.0905	\$ 144,121	\$ 2,564,095
		Yr24	1,584,748	\$ 0.3728	\$ 590,811	\$ 0.2796	\$ 0.0932	\$ 147,703	\$ 2,711,798
		Yr25	1,576,825	\$ 0.3840	\$ 605,492	\$ 0.2880	\$ 0.0960	\$ 151,373	\$ 2,863,171
		Yr26	1,568,940	\$ 0.3955	\$ 620,539	\$ 0.2966	\$ 0.0989	\$ 155,135	\$ 3,018,306
		Yr27	1,561,096	\$ 0.4074	\$ 635,959	\$ 0.3055	\$ 0.1018	\$ 158,990	\$ 3,177,295
		Yr28	1,553,290	\$ 0.4196	\$ 651,763	\$ 0.3147	\$ 0.1049	\$ 162,941	\$ 3,340,236
		Yr29	1,545,524	\$ 0.4322	\$ 667,959	\$ 0.3241	\$ 0.1080	\$ 166,990	\$ 3,507,226
		Yr30	1,537,796	\$ 0.4452	\$ 684,558	\$ 0.3339	\$ 0.1113	\$ 171,140	\$ 3,678,366

NET METERING POWER PURCHASE AGREEMENT

This Net Metering Power Purchase Agreement is made and entered into as of _____ (the "*Effective Date*"), by and between **Kearsarge Granby 1 LLC**, a Massachusetts limited liability company, for itself and any and all assignees permitted hereunder ("*Seller*") and the Town of Grafton, Massachusetts a Massachusetts municipal corporation ("*Buyer*"). Seller and Buyer may be referred to herein collectively as the "*Parties*," and individually as a "*Party*."

Recitals

A. WHEREAS, Seller plans to construct a solar photovoltaic generation facility (a "*Facility*") with a generating capacity of up to approximately 650 kW DC (499 kW AC) in GRANBY, MA (the "*Project*") at the Property (as defined in Exhibit A).

B. WHEREAS, the Parties intend that, pursuant to the Net Metering Rules (as defined below), the Project will be a Net Metering Facility (as defined below) and will generate Net Metering Credits (as defined below).

C. WHEREAS, subject to the terms and conditions of this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller on an annual basis, FIFTY THREE PER CENT (53%) of the electricity generated by the Project during the Term, so that Buyer is awarded and receives Net Metering Credits generated by the Project and is able to allocate such Net Metering Credits for use in offsetting the utility bills associated with other Buyer utility accounts.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1 DEFINED TERMS

The following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

"*Affiliate*" means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

"*Agreement*" means this Net Metering Power Purchase Agreement, including all exhibits and attachments hereto.

NET METERING POWER PURCHASE AGREEMENT

This Net Metering Power Purchase Agreement is made and entered into as of _____ (the "**Effective Date**"), by and between Kearsarge Granby 2 LLC, a Massachusetts limited liability company, for itself and any and all assignees permitted hereunder ("**Seller**") and the Town of Grafton, Massachusetts a Massachusetts municipal corporation ("**Buyer**"). Seller and Buyer may be referred to herein collectively as the "**Parties**," and individually as a "**Party**."

Recitals

A. WHEREAS, Seller plans to construct a solar photovoltaic generation facility (a "**Facility**") with a generating capacity of up to approximately 650 kW DC (499 kW AC) in GRANBY, MA (the "**Project**") at the Property (as defined in Exhibit A).

B. WHEREAS, the Parties intend that, pursuant to the Net Metering Rules (as defined below), the Project will be a Net Metering Facility (as defined below) and will generate Net Metering Credits (as defined below).

C. WHEREAS, subject to the terms and conditions of this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller on an annual basis, EIGHTEEN PER CENT (18%) of the electricity generated by the Project during the Term, so that Buyer is awarded and receives Net Metering Credits generated by the Project and is able to allocate such Net Metering Credits for use in offsetting the utility bills associated with other Buyer utility accounts.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1 DEFINED TERMS

The following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

"**Affiliate**" means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

"**Agreement**" means this Net Metering Power Purchase Agreement, including all exhibits and attachments hereto.

"**Applicable Legal Requirements**" means any Laws which may at any time be applicable to this Agreement, the Property or the Project, or any part thereof or to any condition or use thereof, and all leases, permits and other governmental consents which are or may be

NET METERING POWER PURCHASE AGREEMENT

This Net Metering Power Purchase Agreement is made and entered into as of _____ (the "**Effective Date**"), by and between **Kearsarge Granby 5 LLC**, a Massachusetts limited liability company, for itself and any and all assignees permitted hereunder ("**Seller**") and the Town of Grafton, Massachusetts a Massachusetts municipal corporation ("**Buyer**"). Seller and Buyer may be referred to herein collectively as the "**Parties**," and individually as a "**Party**."

Recitals

A. WHEREAS, Seller plans to construct a solar photovoltaic generation facility (a "**Facility**") with a generating capacity of up to approximately 650 kW DC (499 kW AC) in GRANBY, MA (the "**Project**") at the Property (as defined in Exhibit A).

B. WHEREAS, the Parties intend that, pursuant to the Net Metering Rules (as defined below), the Project will be a Net Metering Facility (as defined below) and will generate Net Metering Credits (as defined below).

C. WHEREAS, subject to the terms and conditions of this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller on an annual basis, ONE HUNDRED PER CENT (100%) of the electricity generated by the Project during the Term, so that Buyer is awarded and receives Net Metering Credits generated by the Project and is able to allocate such Net Metering Credits for use in offsetting the utility bills associated with other Buyer utility accounts.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1 DEFINED TERMS

The following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

"**Affiliate**" means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

"**Agreement**" means this Net Metering Power Purchase Agreement, including all exhibits and attachments hereto.

"**Applicable Legal Requirements**" means any Laws which may at any time be applicable to this Agreement, the Property or the Project, or any part thereof or to any condition or use thereof, and all leases, permits and other governmental consents which are or may be

NET METERING POWER PURCHASE AGREEMENT

This Net Metering Power Purchase Agreement is made and entered into as of _____ (the "**Effective Date**"), by and between Kearsarge Granby 6 LLC, a Massachusetts limited liability company, for itself and any and all assignees permitted hereunder ("**Seller**") and the Town of Grafton, Massachusetts a Massachusetts municipal corporation ("**Buyer**"). Seller and Buyer may be referred to herein collectively as the "**Parties**," and individually as a "**Party**."

Recitals

A. WHEREAS, Seller plans to construct a solar photovoltaic generation facility (a "**Facility**") with a generating capacity of up to approximately 650 kW DC (499 kW AC) in GRANBY, MA (the "**Project**") at the Property (as defined in Exhibit A).

B. WHEREAS, the Parties intend that, pursuant to the Net Metering Rules (as defined below), the Project will be a Net Metering Facility (as defined below) and will generate Net Metering Credits (as defined below).

C. WHEREAS, subject to the terms and conditions of this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller on an annual basis, TWENTY EIGHT PER CENT (28%) of the electricity generated by the Project during the Term, so that Buyer is awarded and receives Net Metering Credits generated by the Project and is able to allocate such Net Metering Credits for use in offsetting the utility bills associated with other Buyer utility accounts.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1 DEFINED TERMS

The following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

"**Affiliate**" means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

"**Agreement**" means this Net Metering Power Purchase Agreement, including all exhibits and attachments hereto.

"**Applicable Legal Requirements**" means any Laws which may at any time be applicable to this Agreement, the Property or the Project, or any part thereof or to any condition or use thereof, and all leases, permits and other governmental consents which are or may be

NET METERING POWER PURCHASE AGREEMENT

This Net Metering Power Purchase Agreement is made and entered into as of _____ (the "**Effective Date**"), by and between Kearsarge Athol LLC, a Massachusetts limited liability company, for itself and any and all assignees permitted hereunder ("**Seller**") and the Town of Grafton, Massachusetts a Massachusetts municipal corporation ("**Buyer**"). Seller and Buyer may be referred to herein collectively as the "**Parties**," and individually as a "**Party**."

Recitals

A. WHEREAS, Seller plans to construct a solar photovoltaic generation facility (a "**Facility**") with a generating capacity of up to approximately 650 kW DC (499 kW AC) in ATHOL, MA (the "**Project**") at the Property (as defined in Exhibit A).

B. WHEREAS, the Parties intend that, pursuant to the Net Metering Rules (as defined below), the Project will be a Net Metering Facility (as defined below) and will generate Net Metering Credits (as defined below).

C. WHEREAS, subject to the terms and conditions of this Agreement, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller on an annual basis, TWENTY-NINE PER CENT (29%) of the electricity generated by the Project during the Term, so that Buyer is awarded and receives Net Metering Credits generated by the Project and is able to allocate such Net Metering Credits for use in offsetting the utility bills associated with other Buyer utility accounts.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and other good and valuable consideration the sufficiency and receipt of which are acknowledged by the Parties, and intending to be legally bound hereby, each Party hereby agrees as follows:

ARTICLE 1 DEFINED TERMS

The following terms, when used in this Agreement and initially capitalized, shall have the following meanings:

"**Affiliate**" means, with respect to any Person, such Person's general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

"**Agreement**" means this Net Metering Power Purchase Agreement, including all exhibits and attachments hereto.

"**Applicable Legal Requirements**" means any Laws which may at any time be applicable to this Agreement, the Property or the Project, or any part thereof or to any condition or use thereof, and all leases, permits and other governmental consents which are or may be

required for the use and occupancy of the Property for the installation, operation, maintenance and removal of any of the Facilities, as well as the selling and purchasing of electricity, and the accrual of associated Net Metering Credits therefrom.

“Bankrupt” means, with respect to a Party: (i) a Party against which a bankruptcy, receivership or other insolvency proceeding is instituted and not dismissed, stayed or vacated within sixty (60) days thereafter; or (ii) a Party that has made a general assignment for the benefit of creditors, become insolvent, or has voluntarily instituted bankruptcy, reorganization, liquidation or receivership proceedings.

“Billing Cycle” means the monthly billing cycle established by the LDC.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

“Buyer” has the meaning set forth in the introductory paragraph of this Agreement.

“Class II/III Net Metering Facility” has the meaning set forth in the Net Metering Rules.

“Commercial Operation,” with respect to a Facility, means that (i) the Seller has obtained all necessary licenses, permits and approvals under Applicable Legal Requirements for the installation and operation of the Facility, (ii) the Facility has been installed in accordance with all Applicable Legal Requirements and qualifies as a Class II/III Net Metering Facility under the Net Metering Rules (iii) is ready and able to generate and supply electricity to the LDC’s electricity distribution system at full or substantially full capacity, and (iv) if applicable and to the extent required, the LDC has approved interconnection of the Facility with the electricity distribution system to allow regular, continuous operation of the Facility.

“Commercial Operation Date” means the first day on which the Facility achieves Commercial Operation, as defined herein, is ready for Commercial Operation, as certified in writing by Seller to Buyer in a notice of Commercial Operation Date pursuant to Section 3.2.

“Construction Commencement Date” means the date of commencement of actual preparation or construction activities on a Property in connection with the installation of the Project.

“Contract Year” means the twelve (12) month period beginning on the Commercial Operation Date and ending on the first anniversary thereof and each twelve (12) month period thereafter.

“Customer Interconnection Acknowledgement Agreement” shall have the meaning set forth in Section 7.6(b) of this Agreement.

“Delivery Point” for each Facility means the location or locations at the Property where Electricity is to be delivered and received under this Agreement, as identified in Exhibit A, and shall be the LDC Metering Device.

“Designated Third Party” has the meaning set forth in Section 16.2(a).

“DPU” means the Massachusetts Department of Public Utilities or its successors.

“Early Termination Date” has the meaning set forth in Section 2.3.

“Effective Date” is the date first set forth in the introductory paragraph of this Agreement.

“Electricity” means the actual and verifiable amount of electricity generated by a Facility and delivered to Buyer at the corresponding Delivery Point, as metered in whole kilowatt-hours (kWh) at the LDC Metering Device, and that conforms to Applicable Legal Requirements and the applicable LDC and/or authoritative regulatory body standards. Seller shall be responsible for losses between the Facility and the Delivery Point and such losses shall not be included in the definition of “Electricity”.

“Electricity Price” shall mean the amount paid by Buyer to Seller for each kWh of Electricity sold by Seller to Buyer and delivered to the Delivery Points pursuant to this Agreement, as set forth in Exhibit B attached hereto.

“Environmental Attributes” means any credit, benefit, reduction, offset, financial incentive, tax credit and other beneficial allowance that is in effect as of the Effective Date or may come into effect in the future, including, to the extent applicable and without limitation, (i) all environmental and renewable energy attributes and credits of any kind and nature resulting from or associated with the Project and/or its electricity generation, (ii) government financial incentives, (iii) greenhouse gas offsets under the Regional Greenhouse Gas Initiative, (iv) renewable energy certificates or any similar certificates or credits under the laws of the Commonwealth of Massachusetts or any other jurisdiction, (v) tax credits, incentives or depreciation allowances established under any federal or state law, and (vi) other allowances howsoever named or referred to, with respect to any and all fuel, emissions, air quality, or other environmental characteristics, resulting from the use of solar energy generation or the avoidance of the emission of any gas, chemical or other substance into the air, soil or water attributable to the Project and/or its electricity generation, and excluding, for the avoidance of doubt, any Net Metering Credits and any credit, allowance, entitlement, certificate, product, valuation or other benefit that inures solely to Buyer only because it is a Municipality or Other Governmental Entity and which cannot be transferred or assigned to, or used for the benefit of, Seller.

“Event of Default” has the meaning set forth in Article 10.

“Facilities” and ***“Facility”*** have the meanings set forth in the recitals.

“Force Majeure” means any event or circumstance that prevents a Party from performing its obligations under this Agreement, which event or circumstance (i) is not within the reasonable control, and is not the result of the negligence, of such Party, and (ii) by the exercise of reasonable due diligence, such Party is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, Force Majeure may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and

earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the affected Party; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes except strikes and labor disputes involving employees of a Party; and acts, failures to act or orders of any kind of any Governmental Authorities acting in their regulatory or judicial capacity. Under no circumstances shall Force Majeure include (a) any occurrence or event that merely increases the costs or causes an economic hardship to a Party unless such occurrence or event also satisfies the prior two sentences; (b) Seller's ability to sell the Electricity at a price greater than that set out in this Agreement, or (c) Buyer's ability to procure the Electricity at a price lower than that set out in this Agreement. In addition, a delay or inability to perform substantially attributable to a Party's failure to timely take the actions necessary to obtain and maintain all necessary permits, a failure to satisfy contractual conditions or commitments (unless otherwise caused by an event of Force Majeure), or lack of or deficiency in funding or other resources, shall each not constitute a Force Majeure.

"Governmental Authority" means the United States of America, the Commonwealth of Massachusetts, and any political or municipal subdivision thereof, and any agency, department, commission, board, bureau, or instrumentality of any of them, and any independent electric system operator.

"Governmental Charges" means all applicable federal, state and local taxes (other than taxes based on income or net worth but including, without limitation, sales, use, gross receipts or similar taxes), governmental charges, emission allowance costs, duties, tariffs, levies, leases, fees, permits, assessments, adders or surcharges (including public purposes charges and low income bill payment assistance charges), imposed or authorized by a Governmental Authority, LDC, or other similar entity, on or with respect to the Property, Net Metering Credits, a Facility, the Project, the Electricity or this Agreement.

"Host Customer" shall have the meaning given this term in the Net Metering Rules.

"Host Customer Account" means, with respect to a Facility, the LDC account for the LDC Metering Device behind which the Facility is located to which Net Metering Credits shall be assigned.

"Host Customer Account Statement" means the monthly LDC account statement for a Host Customer Account.

"Interconnection Obligations" shall have the meaning set forth in Section 3.3.

"Interest Rate" means a per annum rate of interest equal to the Prime Rate plus two percentage points (2%). For purposes hereof, ***"Prime Rate"*** means the rate that may from time to time be published in The Wall Street Journal under "Money Rates" as the same may change from time to time (or if not published on such day on the most recent preceding day on which published), or any other periodical that may be agreed upon by the Parties in writing from time to time.

"Invoice" shall have the meaning set forth in Section 4.4.

"kWh" means kilowatt-hour.

“Laws” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

“LDC” means NATIONAL GRID or its successors.

“LDC Metering Device” means, with respect to the Facility, the revenue grade LDC meter furnished, installed or monitored and maintained by the LDC for the purpose of measuring the Electricity delivered by the LDC to the Facility and delivered by the Facility to the LDC.

“LDC System” means the electric distribution system operated and maintained by the LDC.

“Net Metering” shall have the meaning set forth in the Net Metering Rules.

“Net Metering Credit” means the applicable monetary value of an excess kilowatt-hour of electricity generated by the Facility, determined in accordance with the Net Metering Rules.

“Net Metering Credit Rate,” with respect to a particular Billing Cycle, means the dollar value of a Net Metering Credit accruable to the Host Customer of a Facility for that Billing Cycle.

“Net Metering Facility” and **“Net Metering Facility of a Municipality or Other Governmental Entity”** shall have the meaning set forth in the Net Metering Rules.

“Net Metering Rules” means, collectively and as amended from time to time, the Massachusetts net metering statute, MGL c. 164, §§ 138 – 140, the Massachusetts net metering regulations, 220 CMR 18, orders issued by DPU relating to Net Metering (including, without limitation, DPU 11-10-A (May 7, 2012) and the appendices thereto) and the associated net metering tariff of the LDC.

“Outside Commercial Operation Date” means (450) days after the Effective Date, provided that such period of time shall be extended by any delays caused in whole or substantial part by the LDC and by the period in which any challenge to any permit or approval relating to the Project is pending, in each case, that could not have been prevented by Seller through reasonable preparation, provided that any extension of the Outside Commercial Operation Date shall not exceed ninety (90) calendar days.

“Outside Construction Commencement Date,” means six (6) months following the Effective Date, provided that the Outside Construction Commencement Date may be extended by Seller for up to three (3) months as long as Seller is diligently pursuing the development of the Project, and provided further that such period of time shall be extended for a period of time concurrent with the periods of time required for (i) the LDC’s completion of any required LDC System upgrades or resolution of any other delays caused by the LDC or any third party not an Affiliate of or agent or contractor for Seller, including, without limitation, the LDC’s failure to

comply with its interconnection tariff, and (ii) the resolution of any challenge to any permit or approval relating to the Project, provided that any extension to the Outside Construction Commencement Date shall not exceed ninety (90) calendar days.

“Person” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“Project” shall have the meaning set forth in the recitals.

“Property” shall have the meaning set forth in the recitals.

“Public Cap Allocation” means an assurance from the Administrator of the Massachusetts Net Metering System of Assurance that a Host Customer will receive Net Metering Services (as defined in the Net Metering Rules) within the Public Cap (as defined in the Net Metering Rules) upon the Host Customer’s receipt of notice of authorization to interconnect from the LDC.

“Public Entity Net Metering Limit” shall have the meaning set forth in Section 7.2(b) of this Agreement.

“Recipient Account Statement(s)” means the LDC statement(s) which accompanies the Buyer’s Recipient Account(s).

“Recipient Accounts” shall have the meaning set forth in Section 7.2(a).

“Representatives” shall mean a Party’s Affiliates, and its Affiliates’ successors and assigns, and each of their respective owners, members, directors, officers, employees, independent contractors, agents, attorneys, and other representatives, as well as existing or potential debt or equity financing parties.

“Schedule Z” shall have the meaning set forth in Section 7.6(a)(i) of this Agreement.

“Seller” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Seller Metering Device” means, with respect to each Facility, any and all revenue quality meters installed by Seller at or before the Delivery Point needed for the registration, recording, and transmission of information regarding the amount of Electricity generated by the Facility and delivered to the Delivery Point.

“Term” shall have the meaning set forth in Section 2.1.

“Termination Date” means the earlier to occur of (i) the last day of the Term, (ii) the Early Termination Date, (iii) the date of termination of this Agreement as the result of an Event of Default, (iv) the date of termination as the result of Force Majeure pursuant to Section 9.2,

and (v) the date of termination for any other reason permitted by this Agreement or Applicable Legal Requirements.

ARTICLE 2

TERM; CONDITIONS PRECEDENT; EARLY TERMINATION

2.1 Term. Subject to any required authorization by the TOWN OF GRAFTON without which this Agreement shall not be effective, the term of this Agreement (including any extensions, the “**Term**”) shall commence as of the Effective Date and, unless terminated earlier pursuant to the terms of this Agreement, shall remain in effect until the twentieth (20th) anniversary of the Commercial Operation Date, provided that the Term may be extended by mutual written agreement of the Parties for up to two additional periods of five (5) years.

2.2 Conditions Precedent. The commencement of the obligation of Seller to sell Electricity to Buyer under the provisions of this Agreement is subject to the fulfillment of each of the following conditions precedent except, as to the conditions stated in subparagraphs (c) and (d) only, to the extent waived by Seller, though such waiver will not affect any right of Buyer to terminate the Agreement under Section 2.3, or any of Seller’s obligations under this Agreement, including, but not limited to, the obligations set forth in Section 3.1, below:

- (a) Seller shall have obtained all permits and approvals required for the construction and operation of the Project;
- (b) Seller shall have obtained project financing on terms acceptable to Seller;
- (c) Buyer shall have delivered a copy of the executed Schedule Z and Customer Interconnection Acknowledgment Agreement;
- (d) the Facility or Facilities shall have been interconnected with the LDC in accordance with the requirements of the interconnection service agreement, the Net Metering Rules and Applicable Legal Requirements; and
- (e) the Facility of the Project shall have achieved Commercial Operation.

2.3 Early Termination. This Agreement may be terminated prior to the expiration of the Term (the “**Early Termination Date**”):

- (a) by Seller, at any time prior to the installation of the Project’s first solar module, upon notice to Buyer, in the event that Seller, in its discretion, determines that the development of the Project should be abandoned;

- (b) by Seller, at any time prior to the Commercial Operation Date, upon notice to Buyer, in the event that any of the conditions precedent set forth in Section 2.2 has not been satisfied, provided that the lack of satisfaction of any such condition is not the result of Seller's failure to exercise commercially reasonable efforts and diligence;
- (c) by Buyer, upon thirty (30) days' notice to Seller, in the event that the Construction Commencement Date has not occurred by the Outside Construction Commencement Date, provided that, Buyer may not exercise its right to terminate under this Section 2.3(c) after the Construction Commencement Date;
- (d) by Buyer, upon twenty (20) days' notice to Seller, in the event that the Commercial Operation Date for the Project has not occurred by the Outside Commercial Operation Date, provided that Buyer may not exercise its right to terminate under this Section 2.3(d) after the Commercial Operation Date; or
- (e) by either Party in accordance with Section 9.2.

Upon early termination of this Agreement in accordance with this Section 2.3, each Party shall discharge by performance all obligations due to the other Party that arose up to the Early Termination Date and the Parties shall, upon such discharge, have no further obligations hereunder except those which survive expiration or termination of this Agreement in accordance with the terms hereof.

ARTICLE 3 DEVELOPMENT OF PROJECT

3.1 Development of Project by Seller. Seller shall undertake all diligent and commercially reasonable good faith efforts to obtain required permits and financing for, and to construct the Project. Using such efforts, Seller shall arrange for the design and construction of the Project in accordance with Applicable Legal Requirements, applicable manufacturers' warranties and instructions, and in a manner such that each Facility qualifies as a Class II/III Net Metering Facility.

3.2 Notice of Commercial Operation. Subject to the provisions of this Agreement, Seller shall notify and represent to Buyer in writing when each Facility has achieved Commercial Operation. Seller shall in the notice of Commercial Operation for the final Facility of the Project to achieve Commercial Operation certify to Buyer the Commercial Operation Date.

3.3 Interconnection Requirements. Seller shall be responsible for all costs, fees, charges and obligations of every kind and nature required to connect the Project to the LDC System, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges, the cost to install the LDC Metering Device, and the cost to

insure the Project (“**Interconnection Obligations**”). In no event will Buyer be responsible for any Interconnection Obligations, except as set forth in Section 7.6.

3.4 Cooperation Regarding Authorizations. Seller will be responsible for applying for, and securing all permits for the Project. Further, Seller will manage all applications for all approvals, registrations and other related matters with the LDC and any Governmental Authority, including the submission of applications described in this Agreement and, to the extent relevant, Seller will do so on behalf of Buyer. Buyer agrees to cooperate with Seller in preparing such applications and securing such permits, approvals and registrations, including, without limitation, timely executing and delivering all documentation required from Buyer relating thereto. Where allowed by law, Buyer shall designate Seller as its agent in obtaining all approvals, registrations and additional authorizations required of Buyer in connection with this Agreement and the transactions contemplated hereby.

3.5 Title. Except as otherwise set forth in this Agreement, as between the Parties during the Term of this Agreement, all ownership of and title to the Project and all Environmental Attributes shall be and remain with the Seller.

3.6 Operation and Maintenance of Project. Seller, at its sole cost and expense, shall be responsible for operation, repair, insuring, monitoring and maintenance of each Facility and the Project in material compliance with equipment manufacturer requirements and in accordance with generally accepted good industry practice and Applicable Legal Requirements.

3.7 Facility Loss. In the event of loss, theft, damage or destruction of the Project or any portion thereof, or any other occurrence or event that prevents or limits the Project from operating in whole or in part, resulting from or arising out of casualty, condemnation or Force Majeure (“**Facility Loss**”), Seller shall assess the condition of the Project and notify Buyer, within forty (40) days of the Facility Loss of Seller’s intention to undertake repair or replacement of the Facility. If Seller determines and notifies Buyer that Seller does not intend to undertake such repair or replacement, this Agreement shall terminate upon receipt of such notice unless, in the event of a partial Facility Loss, Seller’s notice states Seller’s election to maintain this Agreement in full force and effect, including without limitation the provisions of Section 4.8 (Minimum Output). If this Agreement terminates pursuant to this Section 3.7 in circumstances in which repair or replacement of the Project would have been commercially reasonable, as considered against repair or replacement by a similarly situated solar facility owner, then Buyer shall be entitled to a payment in the amount of the net present value of the Shortfall Values (as defined in Section 4.8) for each remaining Contract Year or portion thereof of the Term (each such Shortfall Value to be calculated assuming delivery of zero kWhs of Electricity at the applicable Delivery Point and assuming an average Net Metering Credit Rate equal to the Net Metering Credit Rate as of the date of termination); provided, that Buyer shall have an obligation to undertake reasonable efforts to enter into a replacement contract and the amount of such payment shall be reduced by the amount of energy savings reasonably expected to be realized by Buyer pursuant to any such replacement contract.

ARTICLE 4

PURCHASE AND SALE; DELIVERY; GOVERNMENTAL CHARGES

4.1 Purchase and Sale. Commencing on the date the first Facility achieves Commercial Operation and continuing throughout the remainder of the Term, Seller shall make available to and sell to Buyer, and Buyer shall take delivery of and, subject to the other provisions of this Agreement, purchase from Seller, TWENTY NINE PER CENT (29%) of Electricity generated by the Project (which shall include Net Metering Credits with respect to such Electricity).

4.2 Price. The purchase price of each kilowatt-hour of Electricity shall be calculated in accordance with Exhibit B.

4.3 Invoicing and Payment. Commencing on the Commercial Operation Date and continuing throughout the Term, during each monthly Billing Cycle, Seller shall provide Buyer with an invoice (the "**Invoice**") for the Electricity delivered to Buyer during the prior Billing Cycle (the "**Delivered Quantity**") and charging the Buyer for payment of an amount equal to the Delivered Quantity multiplied by the Electricity Price. The Delivered Quantity will be determined by Seller by reference to the Host Customer Account information to be obtained pursuant to Section 4.5. Buyer will remit payment of the amount of each Invoice to Seller or its designee by check (or other means agreeable to both Parties) within forty-five (45) days following Buyer's receipt of each such Invoice. Any amounts not paid by the due date will be deemed late, and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full. For avoidance of doubt, and subject to the provisions of Section 7.6, Buyer shall not be liable to Seller (or any other person or entity) for any Electricity or Net Metering Credits, or for payment for the same, that are generated by any Facility during any time at which it does not qualify as a Net Metering Facility of a Municipality or Other Governmental Entity or a unit of such a facility. (The Parties acknowledge that both Buyer's electricity consumption and the Project's generation output will vary throughout the year. Accordingly, the dollar value of the Net Metering Credits credited to Buyer's Recipient Account(s) each month may be greater than or less than the amount due on Buyer's Recipient Account Statement(s) for that same monthly Billing Cycle.)

4.4 Invoice Disputes. In the event of a good faith dispute regarding any Invoice, Buyer shall pay the undisputed amount of such Invoice and shall seek to resolve the dispute in accordance with the dispute resolution procedures set forth in Article 14. Upon resolution of the dispute, any required refund or additional payment shall be made within thirty (30) days of such resolution along with interest accrued at the Interest Rate from and including the date of the original payment (with respect to a refund) or original due date (with respect to an additional payment). Any dispute by either Party with respect to an Invoice or an adjustment thereof is waived unless, within twelve (12) months after the invoice is rendered or such adjustment is made, one Party notifies the other of such dispute and states the basis for such dispute. Upon the challenging Party's request with respect to an Invoice, the other Party, within ten (10) days, shall provide the challenging Party with information necessary to permit

the challenging Party to replicate the other Party's computation of the invoiced amount.

4.5 Host Customer Obligations and Charges. Buyer shall exercise reasonable efforts to provide Seller with direct electronic access to all Host Customer Account Statements and account information with respect to the Host Customer Accounts, including, at Seller's request, such cooperation with Seller as may be necessary to arrange with the LDC to enable Seller, through installation of a Seller-owned meter reader or other means, to have direct electronic access to the LDC Metering Device data. In the event that it is not possible to provide such access then Buyer shall provide Seller by email or other means agreeable to both parties with a copy of each Host Customer Account Statement within seven (7) Business Days of receipt. Upon receipt of such Host Customer Account Statement(s), Seller shall cause the next Invoice issued by Seller to Buyer to reflect a credit to Buyer for any fixed monthly customer charge on the Host Customer Account Statement(s) as well as any charges on the Host Customer Account Statement(s) arising from the Facility's use of electricity delivered to the LDC Metering Device by the LDC.

Seller shall be responsible for (1) performing, on behalf of Buyer (to the extent allowed by the LDC), all obligations of a Host Customer and customer of record under the LDC's net metering tariff, (2) all costs and expenses associated with the fulfillment of such obligations, other than those ministerial administrative costs incurred by Buyer as incident to its reasonable cooperation with Seller pursuant to the following sentence; (3) all costs incurred by Buyer under any "retail customer" or similar agreements required by the LDC for the Project, and (4) all costs and expenses associated with the interconnection of the Project with the LDC's electric distribution system. Buyer shall reasonably cooperate with Seller in connection with Seller's efforts to fulfill its obligations set forth in this Section. In addition, Seller shall defend, indemnify and save Buyer harmless from any claims asserted against the Buyer, as Host Customer, by any third party for damages, costs, and expenses, including reasonable attorneys' fees, arising from or related to activities undertaken at the Property by the owner(s) and any lessee(s) of the Property, the Seller, and any of their employees, officers, agents, representatives and licensees, except to the extent such damages, costs and expenses arise from the negligence, willful misconduct or breach of this Agreement of or by Buyer, its employees, officers, agents, representatives or licensees.

4.6 Governmental Charges. Both Parties shall use reasonable efforts to administer this Agreement and implement its provisions so as to minimize Governmental Charges. In the event any of the sales of Electricity (or associated Net Metering Credits or Net Metering Credit rights) hereunder are to be exempted from or not subject to one or more Governmental Charges, either Party shall, promptly upon the other Party's request therefor, provide the requesting Party with all necessary documentation to evidence such exemption or exclusion.

4.7 Title and Risk of Loss of Electricity. Title to and risk of loss of the Electricity will pass from Seller to LDC or Buyer at the applicable Delivery Point.

4.8 Minimum Output. As of each anniversary of the Commercial Operation Date, in the event that the Average Annual Output is less than NINETY PER CENT

(90 %) of the Estimated Annual Output for such Contract Year (as set forth in Exhibit D) (the "**Minimum Output**"), Buyer may terminate this Agreement upon thirty (30) days' notice to Seller unless, prior to the expiration of such notice period, Seller elects by notice to Buyer to provide a billing credit to Buyer in an amount equal to the Shortfall Value. For purposes hereof:

(i) "**Average Annual Output**" shall mean the average annual amount of Electricity delivered to the Delivery Point, calculated on a rolling three-year basis based on the amount of Electricity delivered to the Delivery Point for the Contract Year then ended and for the previous two Contract Years (or, prior to the third anniversary of the Commercial Operation Date, the previous Contract Year(s), if any); and

(ii) "**Shortfall Value**" shall mean a dollar amount equal to the product of (A) the positive difference, if any, in dollars per kWh between the average Net Metering Credit value during the Contract Year then ended and the Electricity Price and (B) the positive difference in kWh between the Minimum Output for such Contract Year and the Average Annual Output. For purposes of calculating Shortfall Value, the Minimum Output for such Contract Year shall be reduced by the number of kWhs of reduced output reasonably identified by Seller (but subject to Section 14.2, Dispute Resolution) as caused by: a LDC System outage or failure; acts or omissions of third parties causing suspension or reduction of generation by the Facilities, delays in repairs to the Project beyond the reasonable control of Seller; or Force Majeure.

4.10 Records and Audits. Each Party will keep, for a period of not less than two (2) years after the expiration or termination of this Agreement records sufficient to permit verification of the accuracy of billing statements, invoices, charges, computations and payments for all transactions hereunder. During such period each Party may, at its sole cost and expense, and upon reasonable notice to the other Party, examine the other Party's records pertaining to transactions hereunder during such other Party's normal business hours. Before discarding any such records, Seller shall notify Buyer in writing of its intent to do so no later than ninety (90) days before discarding, and Buyer may, if it chooses, elect to make copies of any such records at Buyer's cost.

ARTICLE 5 TITLE TO ENVIRONMENTAL ATTRIBUTES AND CAPACITY

Other than the Net Metering Credits that accrue to Buyer's account as Host Customer under the Net Metering Rules, or any credit, allowance, entitlement, certificate, product, valuation or other benefit that inures solely to Buyer only because it is a Municipality or Other Governmental Entity and which cannot be transferred or assigned to, or used for the benefit of, Seller, Environmental Attributes and any rights or credits relating to the generating capacity of the Project shall remain the property of Seller and may be used, sold, transferred, pledged, collaterally assigned, retired or otherwise disposed of by Seller in its sole discretion and for its sole benefit. Subject to

Applicable Legal Requirements and Laws, Buyer shall, upon Seller's request, take whatever actions are reasonably necessary from time to time in order for the Seller to claim the benefits of all Environmental Attributes and capacity rights or credits other than the Net Metering Credits. In the event such actions will result in Buyer's incurring material costs, Buyer may so notify Seller and, if Seller does not withdraw its request, Seller shall promptly reimburse Buyer for such costs. Without limiting the generality of the foregoing, all public statements made by or on behalf of either Party must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and any related reporting rights.

ARTICLE 6

METERING DEVICES; LDC BILLING ADJUSTMENTS

6.1 Metering Equipment. The Parties acknowledge that Seller shall arrange for the LDC to furnish, install or monitor the LDC Metering Devices. On behalf of Buyer as the LDC's customer of record, Seller shall be responsible for arranging compliance with any LDC customer requirements relating to LDC access to the LDC Metering Devices. In addition, Seller may install, own, operate, and maintain one or more Seller Metering Devices.

6.2 Meter Accuracy. Buyer may at any time, with reasonable advance notice to Seller, exercise its rights as the LDC's customer of record to seek testing of the accuracy of the LDC Metering Devices. In addition, on behalf of Buyer as the LDC's customer of record, Seller may on its own initiative, and shall upon the request of Buyer, exercise Buyer's LDC customer rights to arrange for testing of the accuracy of the LDC Metering Devices.

6.3 Billing Adjustments. In the event of a discrepancy between the data generated by the LDC Metering Device and the quantity of Net Metering Credits reflected on the Host Customer Account Statements, Seller shall, upon its own initiative or upon request of Buyer and at Seller's cost and expense, exercise diligent and commercially reasonable efforts to investigate and remedy the discrepancy in consultation with the LDC. If as a result of any LDC billing adjustment, the quantity of Electricity for any period is decreased, Seller shall reimburse Buyer for the amount paid by Buyer in consideration for that Electricity. If as a result of any LDC billing adjustment, the quantity of Electricity for any period is increased, Buyer shall pay for the additional Electricity. Amounts due as a result of any such billing adjustment and not paid within thirty (30) days of receipt of the Invoice therefor shall be subject to interest at the Interest Rate.

ARTICLE 7

REPRESENTATIONS AND WARRANTIES; BUYER ACKNOWLEDGEMENT

7.1 Representations and Warranties. Each Party represents and warrants to the other Party that:

- (a) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the

terms and conditions in its governing documents, any contracts to which it is a party or any applicable Laws;

(b) this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the applicable court;

(c) all such persons as are required to be signatories to or otherwise execute this Agreement on its behalf under all applicable Laws have executed and are authorized to execute this Agreement in accordance with such Laws;

(d) it is acting for its own account, and has made its own independent decision to enter into this Agreement, and is not relying upon the advice or recommendations of the other Party in so doing;

(e) it is capable of assessing the merits of and understanding, and understands and accepts, the terms, conditions and risks of this Agreement; and

(f) it understands that the other Party is not acting as a fiduciary for or an adviser to it or its Affiliates.

7.2 Additional Representations and Warranties of Buyer.

(a) **Recipient Accounts.** With respect to certain of Buyer's existing accounts with the LDC identified in Exhibit C attached hereto (the "***Recipient Accounts***"), Buyer, to the best of its knowledge after reasonable inquiry, has provided to Seller complete and correct records of its electricity usage with respect to such accounts.

(b) **Net Metering Capacity Associated with Buyer.** Buyer represents and warrants to Seller that it is not the Host Customer of Net Metering Facilities with an aggregate capacity (inclusive of the Project) of more than 10 megawatts (alternating current) (as amended from time to time by the Net Metering Rules, the "***Public Entity Net Metering Limit***").

7.3 Forward Contract; Bankruptcy Code. The Parties acknowledge and agree that Seller intends that this Agreement and the transactions contemplated hereunder be deemed a "forward contract" within the meaning of the United States Bankruptcy Code, and that Seller be deemed a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

7.4 Service Contract. The Parties intend that this Agreement be treated as a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code.

7.5 No Advice. The Parties acknowledge and agree that Seller is not acting as a consultant or advisor to Buyer for any purpose and that Buyer is making its own decision to enter into this Agreement based solely on its own analysis and the advice of its own advisors.

7.6 Covenants.

(a) Net Metering.

(i) Host Customer. At Seller's reasonable request, and subject to Applicable Legal Requirements, Buyer shall promptly take any action and execute any documents, as required, to designate Buyer as the LDC customer of record for the LDC Metering Devices serving one or more of the Facilities and otherwise establish Buyer as the Host Customer for such Facility or Facilities for purposes of the Net Metering Rules. Such designation shall in no manner whatsoever relieve the Seller of its obligations under this Agreement, including Section 3.3, with respect to Interconnection Obligations. Seller shall prepare any such documents, including the LDC's net metering service application(s) (the "**Schedule Z(s)**"), and Buyer shall reasonably cooperate fully with Seller's preparation of such documents. Further, Seller shall prepare an application with appropriate supporting documents for a Cap Allocation for the Project, and Buyer shall reasonably cooperate fully with Seller's preparation of such documents.

(ii) Allocation of Net Metering Credits. At Seller's reasonable request, Buyer shall promptly take any action and execute any documents, as required, so that the Net Metering Credits accruing to Buyer as Host Customer of the Facilities are allocated to the Recipient Accounts. Buyer acknowledges and agrees that it shall not allocate or permit to be allocated any Net Metering Credits generated by any other source to the Recipient Accounts if such allocation would affect Buyer's ability to comply with its obligations under this Agreement, provided that, whether or not such effect is anticipated, Buyer shall provide at least thirty (30) days' notice to Seller prior to undertaking or permitting any such allocation.

(iii) Net Metering Facility of a Governmental Entity. Subject to clause (a)(i) above, the Parties acknowledge their mutual intent that each of the Facilities be classified as a Net Metering Facility of a Municipality or Other Governmental Entity, and, in the event that a Facility is so classified, each Party agrees not to take any action inconsistent with such regulatory status of the Project (including, without limitation, terminating the Schedule Z or amending the Schedule Z in a manner inconsistent with such status) except insofar as such action is expressly authorized hereunder. For avoidance of doubt, the Parties acknowledge that, pursuant to the current Net Metering Rules, in order to obtain and preserve such status, no Schedule Z for a Net Metering Facility of a Municipality or Other Governmental Entity may allocate Net Metering Credits to the account of any individual or of any entity that is not a city, town, federal agency or department, state agency or department, or any entity that is not approved by DPU as an "Other Governmental Entity."

(iv) Net Metering Limit. Buyer acknowledges that, pursuant to the Net Metering Rules, the maximum amount of generating capacity eligible for net metering by a municipality or other governmental entity is the Public Entity Net Metering Limit. Accordingly, Buyer covenants that it shall not serve as the Host Customer of Net Metering Facilities (inclusive of the Project) with an aggregate capacity more than the Public Entity Net Metering Limit. Without limiting the foregoing, Buyer further covenants that, during the Term, except with the consent of Seller, which shall not be unreasonably withheld, delayed or conditioned, Buyer shall not serve as Host Customer of other Net Metering Facilities if the output from such Net Metering Facilities interferes with or precludes the Buyer from receiving Net Metering Credits generated by the Facilities in accordance with this Agreement.

(v) Cooperation on Assurance of Net Metering Eligibility. Each Party agrees to promptly provide such information and assistance to the other Party as may be necessary to allow the Parties to avail themselves of any system established by DPU and/or the LDC to provide certain assurances that a Facility will be an eligible Net Metering Facility once the Facility commences operation.

(vi) Consolidated Billing of Electricity Charges. In order to ensure Buyer's ability to maximize savings resulting from allocation of Net Metering Credits to the Recipient Accounts, Buyer shall arrange, to the extent possible, for the charges for its electricity purchases from competitive electricity suppliers (if any) to be billed through the Recipient Account Statement(s).

(b) Customer Interconnection Acknowledgement. In order to fulfill the LDC's requirements for interconnecting to the LDC distribution grid an energy generating facility that is owned by one party but is located behind the LDC utility meter of another party, Seller shall be party to the interconnection service agreement for each Facility and Buyer agrees, promptly following Seller's request, to enter into the customer interconnection acknowledgement agreement for each Facility with the LDC in a form substantially similar to the form of customer interconnection acknowledgement agreement attached to the LDC's interconnection tariff (the "**Customer Interconnection Acknowledgement Agreement**").

(c) Data Access; Customer Advocacy. Buyer shall take action and execute any documents, as required, to designate (and, as necessary, re-designate) Seller to LDC as an authorized recipient of the Host Account Statements with respect to the LDC Metering Devices serving the Facilities. In addition, Buyer shall take such reasonable action and execute any documents, as required, and otherwise cooperate with Seller, so as to permit Seller to advocate with the LDC and/or DPU with respect to Buyer's rights as the LDC customer of record and Host Customer, including, without limitation, for the

purpose of ensuring timely and accurate recording of Net Metering Credits generated in connection with the Facilities.

(d) Uniform Procurement Act Exemption Filings. Buyer shall comply with the provisions of G.L. c. 30B, § 1(b)(33), which require that, within fifteen (15) days of the signing of a contract for energy or energy related services by a covered public entity, the procuring public entity shall submit to DPU, the Department of Energy Resources, and the Office of the Inspector General a copy of the contract and a report of the process used to execute the contract, and Seller shall assist Buyer therein as reasonably requested. Buyer shall promptly deliver to Seller a complete copy of such filings.

(e) No Resale of Electricity. The Electricity purchased by Buyer from Seller under this Agreement shall not be resold to any other Person, nor shall such Electricity be assigned or otherwise transferred to any other Person (other than to the LDC pursuant to the Net Metering Rules), without prior approval of Seller, which approval shall not be unreasonably withheld. For avoidance of doubt, this Section 7.6(e) shall not prohibit Buyer from exercising its rights as Host Customer under the Net Metering Rules to allocate Net Metering Credits to other parties nor from moving Recipient Accounts from one Schedule Z to another Schedule Z, subject to Buyer's other obligations under this Agreement.

(f) No Right to Enter or Use Property. Buyer shall not have, nor shall it assert, any right under this Agreement to enter upon or use the Property or the Facilities in any manner, provided, however, that Buyer shall, upon reasonable prior notice, be provided access to the Project and (to the extent Seller is permitted to grant such access) the LDC Metering Device for which Buyer is Host Customer, from time to time during normal business hours and subject to reasonable site health and safety requirements, for any reasonable purpose related to Buyer's status as Host Customer.

(g) No Assertion that Seller is a Utility. The Parties acknowledge that it is their intent that Seller not be deemed an electric utility or public service company or similar entity that has a duty to provide service, or is otherwise subject to rate regulation.

ARTICLE 8

[INTENTIONALLY OMITTED]

ARTICLE 9

FORCE MAJEURE

9.1 Performance Excused by Force Majeure. To the extent a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and Seller gives notice and details of the Force Majeure to the other Party as soon as practicable (and in any event within five (5) Business Days after the Force Majeure first prevents

performance by Seller), then the affected Party will be excused from, the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to the other Party's performance prior to the Force Majeure). The affected Party will use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations. During the period in which, and to the extent that, obligations of a Party are excused by Force Majeure, the unaffected Party will not be required to perform or resume performance of its obligations to the affected Party corresponding to the obligations of the affected Party excused by Force Majeure.

9.2 Termination Due to Force Majeure. In the event of a Force Majeure that prevents, in whole or in material part, the performance of Seller for a period of one hundred eighty (180) calendar days or longer (provided that such period shall be extended for an additional period of up to one hundred (100) calendar days if Seller has promptly commenced efforts to resume performance of its obligations and is diligently continuing such efforts), then either Party may, upon thirty (30) days' notice to the other Party, terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

ARTICLE 10 EVENTS OF DEFAULT; REMEDIES

10.1 Events of Default. An "***Event of Default***" means, with respect to a Party (a "***Defaulting Party***"), the occurrence of any of the following:

- (a) such Party's failure to make, when due, any payment required under this Agreement if such failure is not remedied within ten (10) days after receipt of notice of such failure;
- (b) such Party's failure to comply with any material provision of this Agreement if such failure is not remedied within sixty (60) days after notice and demand by the non-defaulting Party to cure the same or such longer period (not to exceed one hundred eighty (180) days) as may be reasonably required to cure, provided that the defaulting Party diligently continues until such failure is fully cured; or
- (c) such Party becomes Bankrupt; or
- (d) any representation or warranty made by such Party in this Agreement is not true and complete in any material respect when made and such breach of representation or warranty has a material adverse effect on the non-defaulting Party unless (i) the fact, circumstance or condition that is the subject of such representation or warranty is made true within sixty (60) calendar days after written notice to such Party specifying the nature of such misrepresentation, and (ii) such cure removes any material adverse effect on the non-defaulting Party of such fact, circumstance or condition being otherwise than as first represented, provided that such cure may be made within such longer period (not to exceed one hundred (100) days) as may be reasonably required to

cure, provided that the defaulting Party diligently continues until such failure is fully cured; or

(e) Seller fails to maintain or cause to be maintained insurance for the Project in accordance with Seller's interconnection service agreement with the LDC or Applicable Legal Requirements, including insurance requirements established under regulatory authority of the municipality where the Project is located, and such failure is not cured within thirty-five (35) days after Buyer notifies Seller of such failure. In this case, Buyer shall be the non-Defaulting Party.

10.2 Remedies for Event of Default. If at any time an Event of Default with respect to a Defaulting Party has occurred and is continuing, the non-defaulting Party, without limiting any rights or remedies available to it under this Agreement or applicable law, but subject to the provisions of Article 16 with respect to a Seller Event of Default, shall have the right to (i) terminate this Agreement, upon thirty (30) days' notice to the Defaulting Party, (ii) withhold any payments due to the Defaulting Party under this Agreement, (iii) suspend performance due to the Defaulting Party under this Agreement, and (iv) exercise all other rights and remedies available at law or in equity to the non-defaulting Party, including recovery of all reasonably foreseeable damages under applicable law, subject to such limitations on such recovery as required by law, including, but not limited to, the requirement that the non-defaulting Party prove its damages with reasonable certainty, and mitigate its damages in accordance with law, and as set forth herein. For Seller, such damages may include, without limitation, (i) lost revenues in connection with any failure by Buyer to purchase Electricity/Net Metering Credits from Seller hereunder in accordance with the terms hereof, (ii) lost revenues in connection with any inability of Seller to sell Environmental Attributes associated with such Electricity and (iii) accelerated payments, fees, damages and penalties under Seller's financing agreements. In addition and without limiting the foregoing, if Seller is the non-defaulting Party, Seller shall have the right and obligation to exercise all diligent, commercially reasonable efforts to sell electricity, Net Metering Credits and Environmental Attributes produced or generated by the Facilities to persons other than Buyer in order to mitigate any damages suffered as a result of Buyer's default. If Buyer is the non-defaulting Party, Buyer shall have the right to purchase electricity or Net Metering Credits from persons other than Seller. Each Party agrees that it has a duty to exercise commercially reasonable efforts to mitigate damages that it may incur as a result of the other Party's default under this Agreement. For avoidance of doubt, in the event of a Buyer Event of Default that gives rise to a Seller right to terminate, Seller may, to the extent permitted by Applicable Legal Requirements and Laws, mitigate its damages by arranging for Buyer to continue to serve as Host Customer of the Facilities but amend the Schedule Z(s) to facilitate Seller's sale of the Net Metering Credits to third party recipients as directed by Seller from time to time.

10.3 Remedies Cumulative. The rights and remedies contained in this Article are cumulative with the other rights and remedies available under this Agreement or at law or in equity, subject, however, to such limitations on relief or the recovery of damages as are required by law.

10.4 Unpaid Obligations. The non-defaulting Party shall be under no obligation to prioritize the order with respect to which it exercises any one or more rights and remedies available under this Agreement, unless a priority is required by a Party's obligation to mitigate

its damages. Notwithstanding anything to the contrary herein, the Defaulting Party shall in all events remain liable to the non-defaulting Party for any amount payable by the Defaulting Party in respect of any of its obligations remaining outstanding after any such exercise of rights or remedies.

ARTICLE 11 CERTAIN RIGHTS AND OBLIGATIONS FOLLOWING TERMINATION OR EXPIRATION

11.1 General. Following termination of this Agreement by either Party that is not occasioned by the other Party's default, the Parties shall each discharge by performance all obligations due to the other Party that arose up to the termination date and the Parties shall have no further obligations hereunder except those which by their terms survive expiration or termination of this Agreement.

11.2 LDC and Regulatory Matters. Upon the termination or expiration of this Agreement for any reason, Seller shall undertake diligent efforts, and Buyer shall promptly take all actions and execute all documents, as may be necessary or reasonably requested by Seller, to designate Seller or its designee as the LDC customer of record for the LDC Metering Devices at the Delivery Points and otherwise establish Seller or its designee as the Host Customer of the Facilities for purposes of the Net Metering Rules, and to facilitate the amendment of the Schedule Z(s) so as to terminate as soon as practicable Buyer's status as Host Customer and the allocation of Net Metering Credits to the Recipient Accounts. To the extent that the LDC does not permit termination of Buyer's Host Customer status or allocation of Net Metering Credits to the Recipient Accounts (as modified from time to time) as of the effective date of termination or expiration of this Agreement and instead requires termination of such allocation as of a later date, and the Recipient Accounts actually receive Net Metering Credits, Buyer's purchase and payment obligations hereunder shall survive with respect to any Electricity delivered by Seller to the Delivery Point(s) and corresponding with Net Metering Credits so received by the Recipient Accounts.

ARTICLE 12 INDEMNIFICATION

12.1 Indemnity. Seller shall indemnify, defend and hold harmless the other Buyer and its members, managers, officers, employees, agents, representatives and independent contractors, from and against all costs, claims, and expenses incurred by Buyer in connection with or arising from any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, except to the extent caused by (i) the negligence or willful misconduct of Buyer, its officers, agents or employees or others under Buyer's control or (ii) an Event of Default of Buyer. Seller further agrees, if requested by Buyer, to investigate, handle, respond to, and defend any such claim, demand, or suit at its own expense arising under this Article. Should Seller defend any such claim against the Buyer, it shall have full control of such defense, in its reasonable discretion. Notwithstanding the foregoing, the indemnity provided under this Section shall not extend to claims,

demands, lawsuits or actions for liability to the extent attributable to the negligence, willful misconduct or Event of Default of Buyer, its officers, agents or employees.

12.2 Claim Procedure. If Buyer seeks indemnification pursuant to this Article, it shall notify Seller of the existence of a claim, or potential claim, as soon as practicable after learning of such claim, or potential claim, describing with reasonable particularity the circumstances giving rise to such claim. Upon written acknowledgment by Seller that it will assume the defense and indemnification of such claim, Seller may assert any defenses which are or would otherwise be available to Buyer.

12.3 Survival of Indemnity Claims. In addition, notwithstanding any provision contained herein, the provisions of this Article shall survive the termination or expiration of this Agreement for a period of three (3) years with respect to any claims which occurred or arose prior to such termination or expiration.

ARTICLE 13 LIMITATIONS

13.1 Limitation of Liability.

(a) No Liability to Third Parties. Buyer and Seller agree that this Agreement is not intended for the benefit of any third party (other than Designated Third Parties) and that Seller shall not be liable to any third party by virtue of this Agreement.

(b) Limitations on Damages. Except as expressly provided in this Agreement, it is specifically agreed and understood that neither Party will be responsible to the other for any punitive damages whatsoever arising out of this Agreement. This Section 13.1(b) shall apply whether any such damage is based on a claim brought or made in contract or in tort (including negligence and strict liability), under any warranty or otherwise.

13.2 Limitation on Warranties. Except as expressly provided in this Agreement, each Party hereby disclaims any and all representations, warranties and guarantees, express or implied, including warranties of merchantability and fitness for a particular purpose. Without limiting the foregoing, but subject to the provisions of Section 4.8 (Minimum Output), Seller does not warrant or guarantee the amount of Electricity to be generated by the Project.

ARTICLE 14 GOVERNING LAW; DISPUTE RESOLUTION

14.1 Governing Law. This Agreement shall be construed under and governed by the laws and in the courts of the Commonwealth of Massachusetts, without regard to its rules regarding choice of laws.

14.2 Dispute Resolution.

(a) The Parties agree to use their respective good faith efforts to resolve any dispute(s) that may arise regarding this Agreement. Unless otherwise expressly provided for in this Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under this Agreement between the Parties.

(b) Any dispute that arises under or with respect to this Agreement shall in the first instance be the subject of informal negotiations between the Manager of Seller and the Board of Selectmen, as chief executive, of Buyer (or the individuals then serving as chief executives of the Parties), who shall use their respective good faith efforts to resolve such dispute. The dispute shall be considered to have arisen when one Party sends the other a notice that identifies with particularity the nature, and the acts(s) or omission(s) forming the basis of, the dispute. The period for informal negotiations shall not exceed fourteen (14) calendar days from the time the dispute arises, unless it is modified by written agreement of the Parties.

(c) In the event that the Parties cannot resolve a dispute by informal negotiations, the Parties involved in the dispute agree to submit the dispute to non-binding mediation. Within fourteen (14) days following the expiration of the time period for informal negotiations, the Parties involved in the dispute shall propose and agree upon a neutral and otherwise qualified mediator. In the event that the Parties fail to agree upon a mediator, the Parties may request that the Boston, Massachusetts office of JAMS appoint a mediator. The period for mediation shall commence upon the appointment of the mediator, shall not exceed ninety (90) days from the time the dispute arises, unless such time period is modified by written agreement of the Parties involved in the dispute, and the mediation shall be conducted in accordance with procedures mutually agreed to by the Parties. The decision to continue mediation shall be in the sole discretion of each Party involved in the dispute. The Parties will bear their own costs of the mediation. The mediator's fees shall be shared equally by all Parties involved in the dispute.

(d) In the event that the Parties cannot resolve a dispute by informal negotiations or mediation, sole venue for judicial enforcement shall be the Superior Court for Worcester County, Massachusetts. Notwithstanding the foregoing, injunctive or equitable relief from such court may be sought without resorting to alternative dispute resolution to prevent irreparable harm that would be caused by a breach of this Agreement. Each Party consents to such venue and expressly waives any objections to venue it might otherwise be able to raise.

ARTICLE 15

ASSIGNMENT; BINDING EFFECT

15.1 General Prohibition on Pledge or Assignment. Except as provided in this Agreement, neither Party may pledge or assign its rights hereunder without the prior written consent of the other Party which shall not be unreasonably withheld or delayed.

15.2 Permitted Assignments by Seller. Notwithstanding anything to the contrary herein, Seller may assign all or a portion of its rights and obligations hereunder to (i) an Affiliate of Seller or (ii) to the purchaser of substantially all of the assets of Seller, or to an entity that purchases one or more of the Facilities or, prior to the construction of any of the Facilities, the development rights thereto. In the event of any such assignment, Seller shall provide written notice within 10 Business Days of such Assignment to Buyer of the existence of such assignment, together with the name and address of the assignee, and documentation establishing that the assignee has assumed (or, as of the effective date of such assignment, will have assumed) all or a portion of Seller's rights and obligations under this Agreement. In addition, in the event of an assignment under clause (ii) above, promptly following Buyer's request, Seller and/or such assignee shall reasonably demonstrate to Buyer the assignee's ability (itself or through use of the services of qualified third parties) to perform its obligations under this Agreement, which documentation shall contain a representation from the assignee that it has adequate financial ability (taking into account, among other things, Project revenues) and technical ability (itself or through use of the services of third parties) to perform its obligations under this Agreement, provided that the assignee shall not be required to possess ability that exceeds that of Seller as of the Effective Date. Buyer agrees to promptly execute any document reasonably requested by Seller in acknowledgement of such assignment and in consent thereto in accordance with the provisions hereof, provided that Seller and/or such assignee has complied with the applicable provisions of this Section 15.2. Following an assignment permitted under this Section 15.2, except to the extent provided by the terms of such assignment and except to the extent that the assignee has assumed only a portion of Seller's rights and obligations hereunder, Seller shall have no liability arising under this Agreement after the effective date of such assignment. For avoidance of doubt, Buyer acknowledges that, for financing or other reasons, it may be necessary or desirable for Seller to arrange for construction and/or ownership of separate Facilities by separate project entities and that allocation of Seller's rights and obligations with respect to such project entities may be accomplished through exercise of Seller's assignment rights hereunder and, in the event of such assignment, upon Seller's or the assignee's request, Buyer agrees to execute such documents as are reasonably required to accomplish such purposes.

15.3 Permitted Assignments by Buyer. In the event of a material change in Buyer's circumstances, including Buyer's inability to timely use all Net Metering Credits received by Buyer hereunder, Buyer may assign its rights and obligations under this Agreement to a third party provided that (i) Seller and any Lender determine, in their sole, reasonable discretion, that the proposed assignee is creditworthy and capable of performing all of Buyer's obligations under this Agreement for the remainder of the Term, (ii) the assignee agrees in writing to assume all of Buyer's obligations under this Agreement, and (iii) the assignee is capable of performing said obligations of Buyer. Without limiting the foregoing, Buyer may assign to one or more third parties a portion of its obligations hereunder such that Buyer, together with the partial assignee(s), shall collectively be obligated to purchase all of the Electricity/Net

Metering Credits generated by the Project. Prior to notifying Seller of any such proposed assignment, Buyer shall undertake reasonable efforts to identify and implement alternative solutions to remedy any inability of Buyer to timely use all Net Metering Credits accruing to Buyer under this Agreement. Seller agrees to reasonably cooperate with, and undertake commercially reasonable efforts to assist Buyer in identifying and implementing such solutions and any assignment permitted hereunder.

15.4 Successors and Assigns. Subject to the foregoing limitations, the provisions of this Agreement shall bind, apply to and inure to the benefit of, the Parties and their permitted heirs, successors and assigns.

ARTICLE 16 FINANCING AND RELATED MATTERS

16.1 Special Seller Assignment Rights. Notwithstanding any contrary provisions contained in this Agreement, including, without limitation, Article 15, Buyer specifically agrees, without any further request for prior consent, but with advance written notice to Buyer, to permit Seller to assign, transfer or pledge its rights under this Agreement as collateral for the purpose of obtaining financing or refinancing in connection with the Project, and to sign any agreements reasonably requested of Seller or its lenders to acknowledge and evidence such agreement, provided that any such assignment shall not relieve Seller of its obligations under this Agreement.

16.2 Designated Third Party Rights.

(a) Notice to Designated Third Party. Buyer agrees to give copies of any notice provided to Seller by Buyer to any assignee or transferee permitted pursuant to Section 16.1 of which it has written notice (each, a “**Designated Third Party**”) of any event or occurrence which, if uncured, would result in a Seller Event of Default, provided that, at any given point during the Term, Buyer shall not be required to provide notice to more than one Designated Third Party.

(b) Exercise of Seller Rights. Any Designated Third Party, as collateral assignee and if allowed pursuant to its contractual arrangements with Seller, shall have the right in the place of Seller, any and all rights and remedies of Seller under this Agreement. Such Designated Third Party shall also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement, but subject to the terms of the Agreement.

(c) Performance of Seller Obligations. A Designated Third Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Seller hereunder or cause to be cured any default of Seller hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Designated Third Party to cure any default of Seller under this Agreement or (unless such party has succeeded to Seller’s interests under this Agreement) to perform any act, duty or obligation of Seller under this Agreement, but Buyer

hereby gives such party the option to do so, provided any such cure, act, duty or obligation is performed in accordance with the terms of this Agreement.

(d) Exercise of Remedies. Upon the exercise of secured party remedies, including any sale of one or more of the Facilities by a Designated Third Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Seller to the Designated Third Party (or any assignee of the Designated Third Party) in lieu thereof, the Designated Third Party shall give written notice to Buyer of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement, unless the act of exercising such remedy itself constitutes an Event of Default under Article 10 of this Agreement, provided, however, that the exercise of such remedies shall not itself serve as a cure of any default of Seller.

(e) Third Party Beneficiary. Buyer agrees and acknowledges that each Designated Third Party is a third party beneficiary of the provisions of this Article.

16.3 Cooperation Regarding Financing. Buyer agrees that it shall reasonably cooperate with Seller and its financing parties in connection with any financing or refinancing of all or a portion of the Project. In furtherance of the foregoing, as Seller or its financing parties request from time to time, Buyer agrees to (i) execute any consents to assignment or acknowledgements (including, without limitation, an acknowledgment for the benefit of one or more particular Designated Third Parties or prospective Designated Third Parties of the accommodations set forth in this Article 16), (ii) deliver such estoppel certificates as an existing or prospective Designated Third Party may reasonably require, (iii) furnish such information as Seller and its financing parties may reasonably request and (iv) at Seller's expense, provide such opinions of counsel as may be reasonably requested by Seller and/or an existing or prospective Designated Third Party in connection with a financing, refinancing or sale of one or more of the Facilities.

16.4 Right to Cure.

(a) Buyer will not exercise any right to terminate or suspend this Agreement unless it shall have given the Designated Third Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Designated Third Party shall not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Seller default reasonably cannot be cured by the Designated Third Party within such period and such party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional thirty (30) calendar days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(b) If, pursuant, to an exercise of remedies by a Designated Third Party, such party or its assignee (including any purchaser or transferee) shall acquire control of a Facility or the Facilities and this Agreement and shall, within the time periods described in the preceding subsection, cure all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement, then such person or entity shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

16.5 Reimbursement of Certain Costs. In the event that Buyer is required to incur legal or administrative costs in excess of *de minimis* legal and administrative costs in order to comply with its obligations to provide, review and/or execute certain documents pursuant to this Article 16, Buyer may provide advance notice to that effect to Seller together with a good faith estimate of such excess legal costs. In such case, Buyer shall not be required to provide, review or execute the document at issue unless Seller agrees to reimburse Buyer for such excess costs, up to the amount of such good faith estimate. Upon receipt of such notice, Seller may elect to agree to such reimbursement or to withdraw the relevant request.

ARTICLE 17 CHANGE IN LAW

In the event that a change in Law occurs, including without limitation, a change in the Net Metering Rules, or the administration or interpretation thereof by the Massachusetts Department of Public Utilities or the LDC (a "***Change in Law***"), which materially restricts the ability of Seller to deliver Electricity generated by one or all of the Facilities covered under this Agreement to Buyer, or the ability of Buyer as Host Customer or LDC customer of record to deliver Electricity generated by the Facilities to the LDC or the ability of Buyer to receive Net Metering Credits, or the qualification of a Facility as a Class II/III Net Metering Facility or Net Metering Facility of a Municipality or Other Governmental Entity, as the status of the Facility then may be, then, upon a Party's receipt of notice of such Change in Law from the other Party, the Parties shall promptly and in good faith endeavor to negotiate such amendments to or restatements of this Agreement as may be necessary to achieve the allocation of economic benefits and burdens originally intended by the Parties. Without limiting the foregoing, such amendments may include an amendment and restatement of this Agreement in the form of a net metering credit purchase agreement. If the Parties are unable, despite good faith efforts, to reach agreement on an amendment or restatement within one hundred twenty (120) days, and the non-affected Party has not elected to absorb all additional costs directly attributable to the Change in Law, either Party may terminate this Agreement without liability for such termination, provided, however, that Buyer shall not be required to pay for any Electricity with respect to which it has not received Net Metering Credits from the LDC.

ARTICLE 18 NOTICES

All notices, demands, requests, consents or other communications required or permitted to be given or made under this Agreement shall be in writing and

if to Seller to: Kearsarge ATHOL LLC
480 Pleasant Street, Suite B110
Watertown, MA 02472
Attention: Andrew Bernstein

if to Buyer to: Timothy P. McInerney *ICMA-CM*
Town Administrator
30 Providence Road
Grafton, MA 01519

if to a Designated Third Party, to the address and contact person of which Buyer has been given notice pursuant to this Article 18.

Notices hereunder shall be deemed properly served (i) by hand delivery, on the day and at the time on which delivered to the intended recipient at the address set forth in this Agreement; (ii) if sent by mail, on the third Business Day after the day on which deposited in the United States certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address set forth in this Agreement; (iii) if sent by facsimile, upon confirmation of sending (if sent during normal business hours, or the next Business Day if sent at any other time) or (iv) if by overnight Federal Express or other reputable overnight express mail service, on the next Business Day after delivery to such express mail service, addressed to the intended recipient at its address set forth in this Agreement. Any Party may change its address and contact person for the purposes of this Article 18 by giving notice thereof in the manner required herein.

ARTICLE 19 MISCELLANEOUS

19.1 Survival. Notwithstanding any provision contained herein or the application of any statute of limitations, the provisions of Article 5, Section 6.3, and Articles 10, 11, 12, 13, 14, 16, 18, and 19 shall survive the termination or expiration of this Agreement.

19.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings between the Parties relating to the subject matter hereof. This Agreement may only be amended or modified by a written instrument signed by both Parties hereto.

19.3 Expenses. Each Party hereto shall pay all expenses incurred by it in connection with its entering into this Agreement, including without limitation, all attorneys' fees and expenses.

19.4 Relationship of Parties. Seller will perform all services under this Agreement as an independent contractor. Nothing herein contained shall be deemed

to constitute any Party a partner, agent or legal representative of the other Party or to create a joint venture, partnership, agency or any relationship between the Parties. The obligations of Seller and Buyer hereunder are individual and neither collective nor joint in nature.

19.5 Waiver. No waiver by any Party hereto of any one or more defaults by any other Party in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default, whether of like or different character. No failure on the part of any Party hereto to complain of any action or non-action on the part of any other Party, no matter how long the same may continue, shall be deemed to be a waiver of any right hereunder by the Party so failing. A waiver of any of the provisions of this Agreement shall only be effective if made in writing and signed by the Party who is making such waiver.

19.6 Cooperation. Each Party acknowledges that this Agreement may require approval or review by third parties and agrees that it shall use commercially reasonable efforts to cooperate in seeking to secure such approval or review. The Parties further acknowledge that the performance of each Party's obligations under this Agreement may often require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term reasonably cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

19.7 Insurance. From and after the Commercial Operation Date, Seller shall obtain and maintain insurance in accordance with Seller's interconnection service agreement with the LDC and Applicable Legal Requirements.

19.8 Severability. If any section, sentence, clause, or other portion of this Agreement is for any reason held invalid or unconstitutional by any court, federal or state agency of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

19.9 Joint Work Product. This Contract shall be considered the joint work product of the Parties hereto, and shall not be construed against either Party by reason thereof.

19.10 Headings. The headings of Articles and Sections of this Agreement are for convenience of reference only and are not intended to restrict, affect or be of any weight in the interpretation or construction of the provisions of such Articles or Sections.

19.11 Good Faith. All rights, duties and obligations established by this Agreement shall be exercised in good faith and in a commercially reasonable manner.

19.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single Agreement. Any counterpart may be delivered by facsimile transmission or by electronic

communication in portable document format (.pdf) or tagged image format (.tif), and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures and deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement.

19.13 Additional Matters. Notwithstanding anything to the contrary in this Agreement:

(a) Buyer shall not be required to execute documents or instruments subsequent to the execution of the Agreement which will materially or unreasonably increase Buyer's risk or obligations under the Agreement, or result in the waiver of any of Buyer's rights or remedies under the Agreement or at law or in equity, or require Buyer to give an opinion, or require Buyer to make a statement of fact of which Buyer does not have actual knowledge (except that Seller may reasonably request that Buyer make a statement of fact to the best of its actual knowledge).

(b) Any requirement that Buyer reasonably cooperate or assist Seller shall not require Buyer to interfere with or influence the independent regulatory, licensing, taxing, permitting or judicial functions of any official, department, board, committee, body or commission of Buyer.

(c) The Agreement shall be subject to Applicable Legal Requirements.

(d) Buyer does not waive any of the rights, remedies, defenses and immunities afforded Buyer, as a municipality, under Laws, including G.L. c. 258, all of which rights, remedies, defenses and immunities Buyer hereby reserves.

(e) The Parties acknowledge that nothing in this Agreement shall limit or otherwise affect the ability of the Buyer to carry out any regulatory mandate or exercise its regulatory powers in accordance with Applicable Legal Requirements and Laws.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives under seal as of the date first above written.

SELLER:

KEARSARGE ATHOL LLC

By: _____
Andrew Bernstein
Manager, Kearsarge Solar LLC, as Manager, Kearsarge ATHOL LLC

BUYER:

**TOWN OF GRAFTON
Board of Selectmen**

By: _____
Name:
Title:

Exhibit A

PROPERTY; DELIVERY POINT

Property

The “*Property*” shall be the real property located at 5567 SOUTH ATHOL POND RD, ATHOL, MA. The Facility’s aggregate nameplate capacity shall be approximately 650 kilowatts DC (approximately 499 kilowatts AC).

TWENTY-NINE PER CENT (29%) of the Facility’s annual output will be allocated to the TOWN OF GRAFTON, MA.

Delivery Points

The location at the Property where Electricity is to be delivered from a Facility and received under this Agreement shall be the LDC Metering Device(s) on such Property behind which the respective Facility is located.

Exhibit B

ELECTRICITY PRICE;

For each Billing Cycle in which Electricity is delivered to the Delivery Points, the purchase price of each Net Metered Credit shall be an amount equal to SEVENTY FIVE PER CENT (75%) of the Net Metering Credit for that Billing Cycle.

Exhibit C

RECIPIENT ACCOUNT INFORMATION

All LDC electricity accounts of Buyer.

Upon Seller's request, Buyer shall promptly provide Seller with the following information regarding each such account:

- LDC customer name
- Account billing address
- Account service address
- LDC account number
- Annual LDC electricity charges, inclusive of supply, delivery and customer/meter charges
- Annual kWh usage
- Percentage of Net Metering Credits to be allocated to such account

Exhibit D

Minimum Output for TOWN OF GRAFTON (29% of Total Facility)

	Expected Output (kWh)	Minimum Output (kWh)
Yr1	226,200	203,580
Yr2	225,069	202,562
Yr3	223,944	201,549
Yr4	222,824	200,542
Yr5	221,710	199,539
Yr6	220,601	198,541
Yr7	219,498	197,548
Yr8	218,401	196,561
Yr9	217,309	195,578
Yr10	216,222	194,600
Yr11	215,141	193,627
Yr12	214,065	192,659
Yr13	212,995	191,696
Yr14	211,930	190,737
Yr15	210,870	189,783
Yr16	209,816	188,834
Yr17	208,767	187,890
Yr18	207,723	186,951
Yr19	206,685	186,016
Yr20	205,651	185,086

There will be a joint meeting with Moderator and Fin Com to discuss Town Meeting logistics/motion assignments.

The Board will review the Maintenance of Public Lawns.

If the Board is in agreement, the Board will accept the resignation of Kerry MacDougall Lewis, Part Time Activities Coordinator- Council on Aging.

If the Board is in agreement, the Board will vote to approve road closure for the Historical Society's 49th Annual Antiques Show and Sale on Saturday, June 18, 2016 from 7:00 AM – 5:00 PM.

Grafton Historical Society
One Grafton Common
Grafton. MA 01519

April 12, 2016

Board of Selectmen
Town of Grafton
30 Providence Rd.
Grafton, MA 01519

I am writing to request that the Board of Selectmen approve closure of the road on the west side of the Common to public traffic during the Society's 49th Annual Antiques Show and Sale on Saturday, June 18, 2016, from 7:00 a.m. until 5:00 p.m. This has been approved in previous years as a safety measure. The Department of Public Works provides the barricades that are set up and taken down by Society volunteers on the day of the show.

As in previous years we will also coordinate setting up a police traffic control detail.

Thank you for your support of the Society's request.

Attached are copies of our Certificate of Insurance and Workers' Compensation Insurance affidavit.

Sincerely,



Joe Schilke, Curator
Grafton Historical Society
1 Grafton Common
Grafton, MA 01519

(508) 839-0000 / 3394 (Home)



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
600 Washington Street
Boston, MA 02111
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business Organization Name: GRAPTON HISTORICAL SOCIETY
Address: 1 GRAPTON COMMON
City State Zip: GRAPTON, MA 01519 Phone #: 508-839-0000

Are you an employer? Check the appropriate box:

1. ☐ I am an employer with _____ employees (full and/or part-time) *
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, § 1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☒ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance required]

Business Type (required):

5. ☐ Retail
6. ☐ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☒ Non-Profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporation officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: _____

Insurer's Address: _____

City State Zip: _____

Policy # or Self-ins. Lic. # _____ Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury, that the information provided above is true and correct.

Signature: JOSEPH SCHICK Date: 4/12/16

Phone #: 508-839-0000 / 3394 (HOME)

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License #: _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

Client#: 96355

GRAPHIS

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gaudette Insurance Agency, Inc One Plummers Corner Whitinsville, MA 01588-2100 508 234-6333	CONTACT NAME: PHONE (A/C, No, Ext): 508 234-6333 FAX (A/C, No): 1-508-234-8121 E-MAIL ADDRESS:														
INSURED Grafton Historical Society One Grafton Common Grafton, MA 01519	<table border="1"> <thead> <tr> <th data-bbox="812 451 1396 493">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1396 451 1524 493">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 493 1396 535">INSURER A: Central Mutual Insurance Compan</td> <td data-bbox="1396 493 1524 535">CEN003</td> </tr> <tr> <td data-bbox="812 535 1396 567">INSURER B:</td> <td data-bbox="1396 535 1524 567"></td> </tr> <tr> <td data-bbox="812 567 1396 598">INSURER C:</td> <td data-bbox="1396 567 1524 598"></td> </tr> <tr> <td data-bbox="812 598 1396 630">INSURER D:</td> <td data-bbox="1396 598 1524 630"></td> </tr> <tr> <td data-bbox="812 630 1396 661">INSURER E:</td> <td data-bbox="1396 630 1524 661"></td> </tr> <tr> <td data-bbox="812 661 1396 667">INSURER F:</td> <td data-bbox="1396 661 1524 667"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Central Mutual Insurance Compan	CEN003	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		CL8377847	04/14/2016	04/14/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Grafton
30 Providence Road
Grafton, MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2010 ACORD CORPORATION. All rights reserved.

If the Board is in agreement, the Board will vote to approve the One Day Beer & Wine License for Wild Flower Society, Inc. for an event at the Community Barn to be held on May 18, 2016.

DATE: 4/6/16
New England Wild Flower Society, Inc.
Company Name:

Application for and/or renewal of Town License. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

5/18/16
Date(s) of Function

Brigham Hill Community Barn
Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original (✓) license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (✓) One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Marie's Catering

License in name of: _____

Name: _____

Title: _____

Manufacturer: _____

Business Address: P.O. Box 633

millbury, ma 01527

Phone No.: 508-865-1127

Residence: _____

Phone No. _____

Signature of Applicant:

W. Choate

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

New England Wild Flower Society, Inc.
(Print) Name (of individual or Corporation as applicable)

180 Hemenway Road
Street Address

Framingham, ma 01701
City/Town State Zip Code

New England Wild Flower Society
Debra A. Edelstein Executive Director [Signature]
* Signature of Individual or Corporate Name (mandatory) Re: Corporate Officer (mandatory, if applicable)

EIN: 04-2104768

** Social Security No. (voluntary) or
A Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 4/12/16

Next Scheduled Meetings of the Selectmen

RENEWAL



Forming a part of

Policy Number: CBP 8568619	
Coverage Is Provided In PEERLESS INDEMNITY INSURANCE COMPANY	
Named Insured: JANE MALLEY DBA MARIE'S CATERING	Agent: C D WHITNEY INSURANCE AGENCY I NC Agent Code: 6200721 Agent Phone: (508)-865-4433

LIQUOR LIABILITY COVERAGE PART DECLARATIONS

LIMITS OF INSURANCE

Each Common Cause Limit	\$ 1,000,000
Aggregate Limit	\$ 2,000,000

DEDUCTIBLE (See endorsement CG 03 05)

Amount	Basis of Deductible
\$ 1,000	

LOCATION OF PREMISES

Location Number	Address of All Premises You Own, Rent or Occupy
001	156 BOSTON ROAD WORCESTER SUTTON MA

PREMIUM

Class Code	Classification Description	Premium Base	Rates	Advance Premium
MA				
LOCATION 001				
58161	RESTAURANTS, TAVERNS, HOTELS, MOTELS, INCLUDING PACKAGE SALES	5,000	\$ 5.477	FIRST \$25,000 SALES \$ 403 MP
				NEXT \$25,000 SALES
				OVER \$50,000 SALES
	GROSS SALES PER \$1000			
Audit Period: ANNUAL			Total Advance Premium	\$ 403

LIQUOR LIABILITY COVERAGE PART DECLARATIONS (continued)

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this Coverage Part and made part of this policy:

Form Number	Description
CG0033	- 1001 LIQUOR LIABILITY COVERAGE FORM
CG0203	- 0308 MASSACHUSETTS CHANGES-CANCELLATION AND NONRENEWAL
CG0305	- 0196 DEDUCTIBLE LIABILITY INSURANCE
CG2173	- 0115 EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CL176	- 0286 QUICK REFERENCE LIQUOR LIABILITY COVERAGE PART

Includes copyrighted material of Insurance Services Office, Inc. with its permission. Copyright, Insurance Services Office, Inc. 1982,1983, 1984, 1985.

Date Issued: 10/15/2015

ATTN

ANNA

MORISSON

ServSafe
National Restaurant Association

ID NO. 10617151

CARD NO. 11790789

ServSafe Alcohol® CERTIFICATE

MELISSA TIBERIO

Card expires three years from the date of the examination. Local laws apply.

DATE OF EXAMINATION
12/10/2014

If the Board is in agreement, the Board will vote to approve the One Day Beer & Wine License for the VFW Post No. 1497 for the Grafton High School Scholarship Fund on May 29, 2016.

DATE:

VFW POST 1497

Company Name:

Application for and/or renewal of Town Licenses. Please complete both sides and return to the Board of Selectmen with your payment.

**** The Board of Selectmen meet on the first and third Tuesday of every month. If your application and/or renewal is not received and processed by Noon on Wednesday prior to the Selectmen's meeting on said Tuesday, your request will be delayed until the next scheduled meeting.**

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

5-29-16

Date(s) of Function

25 MAIN ST., SO. GRAFTON

Location of Function

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal () / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | (X) One Day Beer & Wine (\$25) * |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | () Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: VFW POST 1497

License in name of: GEORGE NADAN

Name: _____

Title: QUARTERMASTER

Manufacturer: _____

Business Address: 25 MAIN ST.

SO. GRAFTON, MA., 01560

Phone No.: 508-⁸³⁶~~805~~-3825

Residence: _____

Phone No. 508-865-3157

Signature of Applicant: George E. Nadan

* Grafton High School
Scholarship Fund
Raffle/Fundraiser

PLEASE COMPLETE THE REVERSE SIDE

Dennis Flynn submitted the following items for discussion:

- Future Disposition of Existing Town Barn If New DPW Facility is Approved
- M.A.S.S. Opposition to Ballot Question to Legalize Commercialize Marijuana



Laura St John Dupuis <stjohndupuisl@grafton-ma.gov>

Request Placement on May 3rd BOS Agenda

2 messages

Dennis Flynn <denflynn68@gmail.com>

Thu, Apr 28, 2016 at 12:06 PM

To: craigslist 5540634503 <fst66-5540634503@sale.craigslist.org>, Tim McInerney <mcinerneyt@grafton-ma.gov>, Doug Willardson <WillardsonD@grafton-ma.gov>, Cindy Ide <IdeC@grafton-ma.gov>, Laura St John Dupuis <StJohnDupuisL@grafton-ma.gov>

Cc: "Bechard, John" <JBECHARD@vnb.com>, Sue Robbins <sue.robbins@verizon.net>, David Crouse <CrouseD@grafton-ma.gov>, Robert Rodak <bobrodak@msn.com>, jtmoro60@gmail.com, Andrew Clarke <andrew_718@hotmail.com>

Craig, Tim

Please place the following two items on the May 3, 2016, BOS Meeting Agenda:

1. Under the Discussion Category**Future Disposition of the Existing Town Barn in the Event the Proposed New DPW Facility is Approved**

At the DPW Facility Committee Meeting this week, in preparation for the May Annual Town Meeting, Committee members reviewed questions and concerns

that have been asked raised throughout the planning/ development process. While the option of continuing use of the Town Barn was included in the review of

future building options, as BOS members know, it was determined this was not an option was acceptable. While the Committee is prepared to address this

issue if it arises as part of its presentation, as all know the future disposition of the exiting Town Barn was not part of the Committee's charge. As the BOS

representative to the Committee, I offered to give the Board a "heads-up" in advance of our May 3rd BOS meeting and the Annual Town Meeting, so that Tim and the BOS members are prepared

to address this matter.

Please contact me or John Bechard if you have any question prior to Tuesday's meeting.

2. Under the BOS Members Correspondence Category**Massachusetts Association of School Superintendents (MASS) Opposition to Ballot Question to Legalize Commercialize Marijuana**

Attached is a copy of the DRAFT Press Release Prepared by the MASS. I want to bring this matter to BOS and community members attention to this major area

of concern.

Thank you,

Dennis

April 27, 2016

Contact: Corey Welford (781-910-0276)
Jim Conroy (860-983-730)

Massachusetts Superintendents Oppose Ballot Question
To Legalize Commercial Marijuana

Cite Negative Impact On Young People In Their Communities

BOSTON - Raising concerns about the negative impact increased access to marijuana will have on students and young people in their schools and communities, the Massachusetts Association of School Superintendents (MASS) announced their opposition to the ballot question that would legalize commercial marijuana in the Commonwealth.

The Association, which represents 277 Superintendents and 148 Assistant Superintendents, cited numerous concerns about the impact on young people, including:

- In states where Marijuana is legal, minors and young adults have seen an increase in use. Since becoming the first state to legalize, **Colorado has also become the #1 state in the nation for teen marijuana use.** Teen use jumped 20% in Colorado in the two years since legalization, even as that rate has declined nationally.
- Regular marijuana use that starts in adolescence has been shown to impair brain development, shrink school and career outcomes, and even lower IQ.
- According to data from the National Poison Data System, marijuana exposure has been on the rise among children under six, particularly in states where the drug is legal and high potency edible products are more common. These products are rarely labeled properly to reflect their THC content, which is particularly concerning given that edible marijuana products constitute half of the legal marijuana market in Colorado.

"As Superintendents, our primary focus is on helping each and every student reach their full potential, and we believe the commercial legalization of marijuana runs directly counter to that goal," Tom Scott, Executive Director of MASS said. "Where marijuana is legal, we see increased use and abuse by young people. We urge all parents in our communities to vote against this proposal this fall."

The Superintendents' Association joins a growing coalition of health care and community leaders, anti-addiction advocates, educators, business groups, first responders, and families who are opposing this proposed legalization of the commercial marijuana industry in Massachusetts.

Among the groups that have already come out in opposition to this initiative include: the Massachusetts Hospital Association, the Massachusetts Medical Society, Associated Industries of Massachusetts, and all Massachusetts District Attorneys.

The Campaign for a Safe and Healthy Massachusetts is the Committee formed to oppose this ballot question. It has launched a website at www.safeandhealthyma.com and twitter account at @safeandhealthyma.

If the Board is in agreement, the Board will vote to approve the Board of Selectmen meeting minutes of 4/12/2016 as presented.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING MINUTES**

April 12, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

A regular Board of Selectmen meeting was called to order at 7:00 PM. Present: Jennifer Thomas, Bruce Spinney, Dennis Flynn, Brook Padgett, Tim McInerney, Doug Willardson and Laura St.John-Dupuis. Absent: Craig Dauphinais.

NEW BUSINESS

Vote to Sign Town Warrant Ballot

Mr. McInerney stated that the Town Warrant Ballot is for the debt exclusion ballot vote. The Fire Tanker is a safety concern and is not designed to carry water. It has been on the capital plan because of the safety concerns. The Town never got funding for a grant. We are here to ask the Board for their approval. CIPC received agreed as well. This ballot includes the Pumper Truck, Tanker Truck and the construction of a new DPW facility.

Mr. Spinney stated that he has a couple of concerns about the DPW Building stating that he would like to know what a new building will cost to run and maintain over its lifetime and what will we be paying for, such as heating lighting and keeping up with the order of conditions from con-com. The Public needs to know what the ramifications are.

Mr. McInerney stated John Bechard, Chairman of the DPW Building Committee has an analyses, but it is not here.

Mr. Spinney asked what the plans are for growing the Department of Public Works. Will we hire a couple diesel mechanics? We have been pumping a lot of money into the DPW for new trucks. What are the plans for that organization? Mr. Spinney stated that he would like and idea of how things will be in 2018 and 2019 and further stated that he would not stand of the way of a new building, If the people want it.

Mr. Willardson stated that we don't have Weston and Sampson numbers; they said the return on the building will take 33 years of operations to get a return.

Mr. Spinney asked what the Town will do about the current building if this doesn't pass. What is the plan? Is there an alternative? Or are we going back the drawing board only to come back with the same thing. Mr. Spinney stated he doesn't see this passing and it does the DPW a disservice.

Mr. Padgett stated that it is a need the DPW has. The DPW Building committee will make their presentations. If people don't think it's a good idea we will have to come back with something maybe smaller. Mr. McInerney will have to find the money to run the new building if it passes.

Mr. McInerney stated that we have a good staff and personnel; there will never be a time when we will have to spend a great deal of money to replace equipment. If we want to hire more staff we can look at that.

Mr. McInerney stated that the town will have to invest a minimum of \$5M to bring the current building up to speed.

Mr. Flynn stated there are so many questions about this building that people have, it's been a 15 year project now. There are a lot of questions as to where will it end and when will we stop spending. This project requires more than anything else a good explanation to the voters as to how the building will be built without affecting the public. This needs to be explained better than it has already. These are the kinds of things that the board needs to have addressed by now. The project is not something that comes to the town by the Building Committee, but by the Selectmen.

Mr. Flynn stated that he doesn't think this should go forward if the Board cannot recommend this.

Ms. Thomas asked Fire Chief Gauthier to address the Board.

Chief Gauthier stated that the fuel tanker was in the military, the fire department acquired it in 1993. This is not a true tanker; the fire fighters made this into a tank and did not use tax payer's money. In 2002 it was repowered. This truck was not designed to be a firetruck. It will need to be replaced with a vacuum tanker for the fire service and can be run by 1 or 2 personnel. The new truck will be able to suck water out of a pond at a rate of 1 -1.5 thousand gallons per minute and one person can operate it. With the current vehicle we have to try to create a draft that takes more time to fill. Then it can take 20 -25 mins to get back to the site.

Mr. Flynn asked why would the fire trucks need to be paid for out of debt exclusion and not free cash. Mr. McInerney stated that CIPC vetted the list. These trucks were 5 or 6 from the top. The Town does not have enough money to do everything.

Mr. Flynn stated that if we put this in as debt exclusion and it fails, the town will be going to go a year without it. We are talking about not having enough water if there is a fire. Mr. Flynn stated that he will agree to the debt exclusion if it's the only way.

Mr. McNerney stated that you could go back in October and deplete free cash or stabilization. Mr. Flynn if it doesn't pass as debt exclusion can we have it f come out of stabilization or free cash.

Mr. Padgett asked if it was possible to do half debt exclusion. Mr. Willardson stated it would be fine. Bonding costs will be insignificant.

Mr. Spinney if you lease are you deferring some capital projects. Mr. McNerney stated that the leases roll off of debt exclusion 2018.

Mr. Spinney asked if we are going for debt exclusion every year. The problem with these, we are relying on a 2/3 vote. At a certain point people are going to start to say no. If we are not looking at a feasible way to do this, why aren't we looking to make a significant impact?

Mr. Padgett stated that all of those things are coming up, do you want people to go for bond? Mr. Spinney said yes and further stated that each year you put things on there you are blowing away the capital list, we can't afford everything on the list by taking care of the Fire Department.

Mr. Flynn asked why don't we just fund some of these things and then put together a multi-year plan. Let's move the issue today, as we are talking about town meeting in a couple of weeks. This is a need, let's do it. Don't go to the town to make a decision that the Selectmen should be making. If we need this to protect the town lets pay for it.

Mr. Flynn asked what happens if this doesn't pass debt exclusion. Mr. McNerney stated that we can go stabilization in October. Mr. Flynn stated he has no problem with paying for the fire trucks out of the stabilization.

Mr. Spinney stated that we can't go back to the warrant and change it to the stabilization fund.

Mr. McNerney stated that the motion could be amended for these three on Town Meeting floor. The Town Clerk would then be instructed to not print the ballot.

Mr. Padgett made a motion to sign the Town Warrant Ballot. Mr. Flynn seconded. All were in favor

Vote to Sign Peregrine Energy Contract

Mr. Padgett made a motion to sign the Peregrine Energy Contract. Mr. Spinney seconded. All were in favor.

Vote to Sign Direct Solar Contract

Mr. McNerney explained that there was an RFP sent out with only one respondent, Direct Solar. Mr. McNerney stated that Direct Solar offers a price of 325 per watt and offer financing options and have a 10 year workmanship guarantee and backed by a

\$30B company. They are partnered with the town of Sutton as well to solarize with both communities. The driving force is to save people money. The goal is to have 100 systems installed before the winter as there is a financial benefit to do this. We could reduce the cost of the municipal center if we use solar. There are details about condos and businesses, people should be diligent and become educated and speak to other vendors. Direct Solar will deliver 120 days after they a contract is signed. The town will tell people to shop around but Direct Solar is our preferred vendor. Mr. McInerney introduced Jill Appel of Direct Solar.

Ms. Jill Appel of Direct Solar addressed the Board and stated that there have been some changes in legislation. The Solar renewal energy certificates have been extended. Ms. Appel feels this is the best year to go solar. The next program that the DOER will offer will be less generous. The Town has saved a typical home owner almost \$5k. For example, system that would have cost \$24,375 it now costs \$12,650. The consumer will save approx. \$1,320 per year. Next year things are going to change.

The state introduced a new loan program with 20% loan program. It will be an extraordinary benefit to offer to the Town. There will be marketing support and should not have to use any towns funds. Doreen Defazio (Energy Committee) is all on board.

Energy production gets sent to the state, and then the consumer gets a check from the state. The company will do free Solar Energy Renewable Certificates (SREC) for 5 years.

Mr. Spinney asked if the 20% Discount is for businesses. Ms. Appel stated yes. Mr. Spinney what can you do with excess power. Ms. Appel stated that If you over produce and continue to run a credit, National Grid will never going to send you a check but you can also do z scheduling, for example, you can send your credits to your neighbor church, as long as you are in the load zone.

Mr. Spinney made a motion to sing the Direct Solar Contract. Mr. Flynn seconded. All were in favor.

Town Administrator Report

Mr. Willardson stated that this week is national volunteer week and thanked the Board of Selectmen for their service.

Mr. McInerney and Mr. Willardson will be putting together a tape on the warrant that will run on GCTV.

The Grafton Road Race is May 7th

Grafton Cleanup Day is April 30th the Grafton Garden Club is sponsoring this event.

191 **Adjourn**

192 8:12 PM Mr. Spinney made a motion to adjourn. Mr. Padgett seconded. All were in
193 favor.